



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 27, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT BETWEEN THE COUNTY AND THE CITY OF LOS ANGELES AND THE
JOINT CRIME LABORATORY FACILITY SUBLEASE AGREEMENT BETWEEN THE
JOINT POWERS AUTHORITY AND THE COUNTY**

(ALL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH THE SHERIFF THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the First Amended Joint Exercise of Powers Agreement, included as Enclosure A, between the County of Los Angeles, on behalf of the County Sheriff's Department (Sheriff) and the City of Los Angeles, on behalf of the Los Angeles Police Department (LAPD), for the purpose of planning and operating a joint regional crime laboratory facility in the City of Los Angeles, to be used by the Sheriff and LAPD.
2. Certify that the Board, as a responsible agency under the California Environmental Quality Act (CEQA), has independently considered and reached its own conclusions regarding the environmental effects of the proposed project and the mitigated negative declaration and mitigation monitoring and reporting program (Enclosure B) adopted by the State of California (State), as lead agency, determine that the documents adequately address the environmental impacts of the proposed project, find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency, and adopt by reference the State's mitigated negative declaration and mitigation monitoring and reporting program.

3. Approve and instruct the Chair to execute the enclosed Joint Crime Laboratory Facility Sublease Agreement between the Los Angeles Regional Crime Laboratory Facility Authority (the Authority) and the County (Enclosure C), which will provide space for the Sheriff's Department to operate forensic crime laboratory functions in the proposed Los Angeles Regional Forensic Crime Laboratory Facility to be constructed on the campus of California State University – Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will amend the Joint Exercise of Powers Agreement established to oversee the Regional Forensic Crime Laboratory (Crime Lab), to reflect changes in the funding and financing structure required under State legislation. Your Board's approval will also authorize the execution of a sublease with the Authority which finalizes agreements between the Authority and its sublessees (the County, City of Los Angeles, and California State University) regarding the operation and maintenance of the Crime Lab facility.

The recommended amendment and sublease are necessary to reflect the State's issuance of lease revenue bonds to finance the design and construction of the Crime Lab facility and the State's oversight of the project's delivery. The recommended sublease also provides for sharing the costs of extraordinary repairs among the sublessees over the 75-year term of sublease.

Background

In July 2001, your Board authorized the execution of a Joint Exercise of Powers Agreement (JPA) which established the Los Angeles Regional Crime Laboratory Facility Authority (Authority) to oversee the design, construction, and operation of the Crime Lab. Under the original JPA, funding for the Crime Lab's design and construction was to be provided through a State grant. The Authority maintained contracting authority and the Sheriff was designated the lead agency for the purpose of planning, design and construction of the facility, which was to be located at the Los Angeles campus of the California State University (University).

In response to budgetary issues in 2002, the State reappropriated \$92 million of the original \$96 million in Project grant funds to meet other priorities. The State, however, enacted AB 3000, Government Code Section 14669.21, which authorized the issuance of lease revenue bonds to finance the Crime Lab project.

State Financing Plan

Under the State's financing plan, the site for the Crime Lab will continue to be provided by the University through a 75-year ground lease with the State General Services Department, which will be responsible for overseeing the design and construction of the facility. The State Public Works Board will issue lease revenue bonds with a term of 30 years to finance the project. The site and facility will be leased for a coterminous term of 30 years to the

Office of Criminal Justice Planning (OCJP), which will be responsible for its operation.

The State will fund the debt service on the bonds through annual appropriations to the OCJP. The Authority will sublease the facility from the OCJP during the term of the bonds and be responsible for its operation as a regional crime laboratory. Upon final maturity of the bonds in 30 years, the State will assign the site and facility to the Authority for the remaining 45 years of the 75-year ground lease with the University. At the end of the ground lease, title to the site and facility will transfer from the Authority to the University. The Ground Lease is included as Enclosure D.

Amendment of Joint Powers Agreement

The change in the State's funding plan and the shift in responsibility for design and construction of the Crime Lab facility to the State require an amendment to the Joint Powers Agreement previously approved by your Board. The amended Agreement will reflect the State's lease financing structure and construction oversight and allow the Authority to enter into a lease agreement with the OCJP to provide for the operation and maintenance of the facility while the State's bonds are outstanding.

Your Board is authorized to enter into joint exercise of powers agreements with other public agencies pursuant to Government Code Section 6500, *et seq.* County Counsel has reviewed and approved the amended Agreement as to form.

Authority Subleases

In order to provide for the facility's operation and maintenance and to formally clarify the rights and responsibilities of the Crime Lab's tenants during, and subsequent to the term of the State's bonds, the Authority will enter into operating subleases with the County, City of Los Angeles and University. In general, the subleases ensure that the facility will be used jointly by the three parties for forensic science related functions and related criminal justice educational programs. The subleases also define:

- the subleased premises of each agency;
- ongoing operation and maintenance obligations;
- funding and use of an extraordinary repair fund;
- concurrence requirements for expansion and change in use of an agency's subleased premises;
- insurance and indemnification obligations;
- protocols for dispute resolution; and

- parameters on certain concession agreements to ensure consistency with the University's site agreements.

Under the proposed sublease with the Authority, the County covenants to maintain the use of its premises in the facility as a forensic crime laboratory. Any sublet or assignment of the County's leased premises, expansion of its area, or change in its use, will require the consent of the University and State while the State's bonds remain outstanding. The Authority may expand the facility or change its use following final redemption of the State's bonds with the concurrence of the University.

Government Code Section 14669.21 authorizes the subleasing of the Crime Lab facility to those state and local agencies that will use, operate and maintain the facility. County Counsel has reviewed and approved the sublease as to form.

Extraordinary Repair Fund

The proposed sublease with the Authority also incorporates a unique cost-sharing arrangement for extraordinary facility repairs that extend beyond routine, ongoing maintenance over the 75-year term of the ground lease. Such repairs would include significant structural repairs, replacement of building systems such as plumbing, roofing, electrical, and HVAC systems, or demolition of the facility at the end of the ground lease term.

To provide funding for these types of repairs and limit exposure for such costs to the subleasing agencies, the County, City, and University will provide annual financial contributions to an Extraordinary Repair Fund (Fund) in a pro rata amount based on square footage occupancy. The aggregate annual contribution will equal \$200,000 up to a maximum Fund level of \$5.0 million. Contributions to the Fund will cease upon attainment of the maximum amount and will resume, if the Fund is drawn upon by the Authority, until the maximum amount is again attained.

The County, City, and University may voluntarily increase their annual contribution in the event the cost of an extraordinary repair exceeds the Fund's resources, but are not obligated to do so. If a repair cost exceeds the amount available in the Fund and the County, City, and University do not agree to contribute additional funds, the Authority may vacate the facility prior to the end of the 75-year ground lease term. Under such circumstances, the University may elect to demolish the facility. The Authority has committed to funding the cost of demolition prior to or at the conclusion of the 75-year term.

The annual contribution levels to the Fund will be reviewed every five years by the County, City, and University and will be maintained or adjusted with the approval of each party. Based on its square footage occupancy, the County's annual contribution will equal \$86,000 and will commence upon completion of the facility in 2005-06.

Implementation of Strategic Plan Goals

These actions are consistent with the County Strategic Plan Goals of Workforce Excellence, Organizational Effectiveness, and Fiscal Responsibility by: 1) providing an efficient working environment that enhances work quality and productivity; 2) encouraging collaboration and resource sharing with other jurisdictions (e.g. State and City); and 3) investing in public infrastructure to improve the performance and productivity of the Sheriff's forensic science operation.

FISCAL IMPACT / FINANCING

Under the sublease with the Authority, the County will annually contribute \$86,000 to the Emergency Repair Fund commencing in 2005-06. The aggregate annual contribution from the County, City, and University will equal \$200,000 until the maximum Fund level of \$5.0 million is attained.

In order to open the facility, the Sheriff has estimated one-time costs of \$1.2 million, primarily related to equipment and laboratory systems. Given the cost-sharing approach being applied to the facility's operation, each agency's ongoing operating costs have yet to be fully determined. The Sheriff's current year operating budget appropriates \$19.1 million for its crime laboratory functions at 2020 Beverly Blvd, Los Angeles and its Downey facility. The space to be occupied by the Sheriff for its crime lab functions to be transferred to the facility will increase by approximately 140%, enabling the department to meet crime laboratory certification requirements. This significant increase in occupied space will result in higher maintenance and utility costs. The Sheriff in conjunction with the Los Angeles Police Department and the University are developing a final estimate of operational costs and will report to your Board under separate cover.

The CAO will work with the Sheriff to identify funding for the one-time and on-going cost increases related to the relocation to the new Crime Lab.

ENVIRONMENTAL DOCUMENTATION

Prior to the State's changes in the funding and financing structure of this project, the Authority had caused to be prepared an Initial Study and Mitigated Negative Declaration for the project in compliance with CEQA. The Mitigated Negative Declaration was circulated for agency and public review on September 28, 2002 in accordance with CEQA requirements. The review period ended on November 1, 2002. Numerous comments were received; however, no comments raised any significant environmental issues with respect to the project.

When the Legislature adopted AB 3000, it designated the OCJP as the lead agency for the project and the Authority as a responsible agency. Accordingly, the final Mitigated Negative Declaration was forwarded to the OCJP who adopted the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and recorded the documents with the State Clearinghouse on December 23, 2002.

Prior to the Authority's consideration of the sublease and other agreements related to the Crime Lab project, it complied with its role as a responsible agency by independently considering and adopting the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program adopted by the State. With respect to your Board's approval of the sublease, the County also acts as a responsible agency for the purposes of CEQA, and therefore, we recommend that your Board independently consider and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program attached as Enclosure B.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

At this time, it cannot be determined to what extent the Sheriff's operating costs will be impacted as a result of this facility's opening. The Sheriff's staffing plans consolidate a substantial part of their forensic crime laboratory activities at the new site.

CONCLUSION

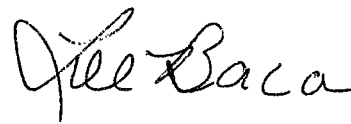
Please return one (1) approved copy of this letter and five (5) Board-executed originals of the First Amended Joint Exercise of Powers Agreement to the Chief Administrative Office for distribution. Please return to the Authority three (3) approved copies of this letter, including for each a Board-executed original Joint Crime Laboratory Facility Sublease Agreement.

In addition, instruct the Authority to forward copies of the approved letter and the executed Joint Crime Laboratory Facilities Sublease Agreement to the State of Public Works Board, Sheriff's Department, Los Angeles Police Department, California State University Los Angeles, State of California Office of Criminal Justice Planning, and State of California Department of Finance.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



LEE BACA
Sheriff

DEJ:JSE
DJT:PJB

Attachments (5)

c: Executive Officer, Board of Supervisors (22)

Enclosure A



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754 - 2169



March 6, 2003

AGENDA ITEM 5C

Joint Powers Authority
4700 Ramona Blvd. 4th Floor
Monterey Park, Ca. 91754-2169

ORIGINAL

Dear Joint Powers Authority,

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT

THE RECOMMENDED ACTION

Approval of the attached amendment to the Joint Exercise of Powers Agreement.

PURPOSE OF THE RECOMMENDED ACTION

This action will allow the Joint Exercise of Powers Authority to enter into formal agreements with the State Office of Criminal Justice Planning. In addition, the amendment clarifies the responsibility for common areas within the facility.

JUSTIFICATION

At the request of the State Department of Finance, it is necessary to clarify and amend the current Joint Powers Authority Agreement to include references to the State Office of Criminal Justice Planning within the agreement.

The original agreement, dated July 24, 2001, did not allow for the Authority to enter into leases or agreements with the State Office of Criminal Justice Planning. Changes in the State funding of this project requires that leases and agreements be established between the Joint Exercise of Powers Authority and the State Office of Criminal Justice Planning.

Additionally, this action seeks to clarify that the occupants of the facility shall be financially responsible for their respective share of operating expenses for common areas.

FINANCING

There should not be any significant financial impacts as a result of this action.

A Tradition of Service

Joint Powers Authority
March 6, 2003
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CONTRACTING PROCESS

No Impact.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

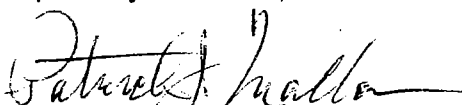
No Impact.

CONCLUSION

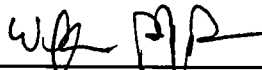
Upon the approval of the Joint Exercise of Powers Authority, the Chairperson will forward to the Los Angeles City Council and the Los Angeles County Board of Supervisors a request for ratification of this amendment.

Please return one approved copy of this letter to the Los Angeles County Sheriff's Department, Los Angeles Police Department, Los Angeles City Administrative Office, and the Los Angeles County Chief Administrative Office representatives.

Respectfully submitted,


Commander Patrick J. Mallon,
Project Coordinator

Adopt and Approve:



William T. Fujioka
Los Angeles City Administrative Officer
and Chairperson of the Joint Powers Authority

3-6-03

Date

Joint Powers Authority
March 6, 2003
Page 3

cc: Los Angeles City Administrative Officer
Los Angeles Police Department
Los Angeles County Counsel
Los Angeles County Sheriff's Department
Los Angeles County Chief Administrative Officer
California State University Los Angeles

**FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AND THE LOS ANGELES CITY POLICE DEPARTMENT FOR THE
CONSTRUCTION AND OPERATION OF A REGIONAL
CRIME LABORATORY FACILITY IN LOS ANGELES**

THIS FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "First Amended Agreement"), dated as of _____, 2003, is made by and between the County of Los Angeles (the "County"), California, on behalf of the Los Angeles County Sheriff's Department (the "LASD"), and the City of Los Angeles (the "City"), California, on behalf of the Los Angeles Police Department (the "LAPD"). The County and the City shall be collectively known as the "Contracting Parties".

W I T N E S S E T H:

WHEREAS, on January 24, 2001 the Contracting Parties entered into a Joint Exercise of Powers Agreement which provided for the creation of an entity separate from the Contracting Parties under Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500 (the "Act")) for the purpose of planning, designing, constructing or operating a joint regional crime laboratory facility in Los Angeles, California to be used by the LASD and the LAPD; and

WHEREAS, there has been in a legislative change in the manner in which the joint regional crime laboratory facility will be designed and constructed as described immediately below; and

WHEREAS the State legislature pursuant to section 18 of Chapter 1124, Statutes of 2002 determined there is a need for a regional crime laboratory in the Los Angeles County; and

WHEREAS, pursuant to Government Code section 14669.21(a) the director of the State Department of General Services is authorized to acquire, develop, design, and construct on the Los Angeles Campus of the California State University, pursuant to a 75-year ground lease with the Board of Trustees of The California State University, an approximately 200,000 gross square foot regional crime justice laboratory, necessary infrastructure and surface parking; and

WHEREAS, the LASD and the LAPD currently operate separate and independent crime laboratories that are in need of substantial modernization, repairs, and upgrades; and

WHEREAS, the LASD and the LAPD intend to operate, staff, manage, control and supervise the, joint regional crime laboratory facility to be built by the State Department of General Services, for the benefit of law enforcement agencies and their respective prosecuting agencies and educational agencies within the County of Los Angeles; and

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting Parties does hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

“Agreement” means this First Amended Joint Exercise of Powers Agreement.

“Authority” means the Los Angeles Regional Crime Laboratory Facility Authority established pursuant to Section 2.02 of this Agreement.

“Board” means the Board of Directors of the Authority as described in Section 2.03 of this agreement.

“Chairperson” means the Chairperson of the Board of Directors of the Authority.

“City” means the City of Los Angeles, California, a municipal corporation.

“Construction Funds” means funds provided by the State of California, through its Department of General Services, State Public Works Board, Department of Finance, and Office of Criminal Justice Planning for the planning, design, and construction of a regional crime laboratory facility on the campus of California State University, Los Angeles

“County” means the County of Los Angeles, California, a body corporate and politic and political subdivision of the State of California.

“CSULA” means the California State University, Los Angeles.

“Directors” means the members of the Board appointed pursuant to Section 2.03 of this Agreement.

“Facility” means the regional crime laboratory site, building, necessary infrastructure, and surface parking to be designed, developed and constructed by the State of California and occupied by LAPD and LASD as the Los Angeles Regional Crime Laboratory Facility Authority and the Trustees of the California State University.

“Joint Crime Laboratory Facility Sublease Agreement” means one or more agreements which may be entered into by the Authority and each occupant of the Facility, including but not

limited to, the County, the City and the Board of Trustees of The California State University, which sets forth the terms and conditions by which the Authority is authorized to sublease a portion of the Facility.

“OCJP” means the State of California Office of Criminal Justice Planning.

"OCJP Lease" means an agreement which may be entered into by the Authority and to provide for the maintenance and operation of the Facility after construction is completed.

“PWB” means the State of California Public Works Board.

"Project Coordinator" means the person selected by the Authority to assist the Authority in carrying out the purposes of this Agreement.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act to provide for the creation of any entity separate from the Contracting Parties to provide for the operation of the Los Angeles Regional Crime Laboratory Facility that will be occupied, operated, supervised, and controlled by the LASD and the LAPD, and to provide for the exercise of all powers common to the Contracting Parties and all powers provided to the Authority by the Act, and any other law now in effect or hereafter enacted.

Section 2.02. Creation of Authority. Pursuant to Sections 6506 and 6507 of the Act, a public entity created in 2001 shall be known as the "Los Angeles Regional Crime Laboratory Facility Authority." The Authority shall be a public entity separate and apart from the Contracting Parties and shall administer this Agreement. The Authority shall have the power to make and enter into contracts, equipment purchases and leases, or land lease agreements, to employ agents and employees, and to acquire, construct, design, plan, manage, maintain, operate, and make modifications or additions to the Facility, as provided in this Agreement.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of Directors consisting of five (5) members, including a Chairperson. The Los Angeles County Sheriff shall be a member of the Board and shall appoint one other person to serve as a member of the Board. The Chief of Police for the City of Los Angeles shall be a member of the Board and shall appoint one other person to serve as a member of the Board. The President of CSULA shall appoint one person to serve as a member of the Board. Members of the Board shall not receive any compensation for serving as such.

The Chairperson of the Board shall serve for one year and the members of the Board shall rotate as Chairperson on an annual basis, in a manner to be determined by the Authority. The first Chairperson shall be the Los Angeles County Sheriff.

Section 2.04. Terms of Appointees. The terms of the three members who are appointees shall begin on appointment and shall be for three years, provided however that the appointees shall serve at the pleasure of their respective appointing officials.

Section 2.05. Successors and Vacancies. In the case of a vacancy in a membership position on the Board held by an appointee, the vacancy shall be promptly filled by appointment thereto by the same party that made the original appointment. In the case of a vacancy in the office of either the Los Angeles County Sheriff or the Chief of Police, the person serving as the interim Los Angeles County Sheriff or Chief of Police shall serve as a member of the Board until such time as the respective office is filled.

Section 2.06. Meetings of the Board.

(a) Regular Meetings. Meetings of the Board may be called by the Chairperson or any two (2) Directors. The Board shall provide for at least one regular meeting to be held each year.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code or any successor provision thereto.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code) or any successor provision thereto.

Section 2.07. Minutes. The Chairperson shall cause minutes to be kept of the meetings of the Board, by the Secretary of the Authority, who shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

Section 2.08. Voting. Each Director, including the Chairperson, shall have one vote.

Section 2.09. Quorum; Required Votes; Approvals. The presence of three (3) Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least three (3) Directors shall be required in order for the Board to take any action, unless a greater number is required by law or by this Agreement for any specific action.

Section 2.10. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

CHAIRPERSON, DIRECTORS AND OFFICERS

Section 3.01. Chairperson and Directors. The Chairperson of the Board shall serve for one year and the members of the Board shall rotate as Chairperson on an annual basis, in a manner to be determined by the Authority. The first Chairperson shall be the Los Angeles County Sheriff. The Chairperson shall sign all contracts and land leases on behalf of the Authority, and shall perform such other duties as may be imposed by the Board.

The Directors shall perform the duties normal to said positions, including but not limited to the promulgation and adoption of bylaws, rules, regulations, policies and practices of the Authority.

Section 3.02. Secretary. The Secretary, who shall be selected by the Board from among the Directors, on an annual basis, shall perform such duties as may be imposed by the Board and shall cause a copy of this Agreement to be filed with the Secretary of State pursuant to Section 6503.5 of the Act.

Section 3.03. Auditor-Controller and Treasurer. Pursuant to Section 6505.5 of the Act, the Los Angeles County Auditor-Controller and County Treasurer are hereby designated as the Auditor-Controller and Treasurer of the Authority. The Auditor-Controller and Treasurer shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. Pursuant to Section 6505 of the Act the Auditor-Controller and Treasurer need not make or contract for an annual audit of the accounts and records of the Authority, in that an annual audit of the accounts and records of the Authority will be otherwise made by the California State Department of Finance or the California State Office of Criminal Justice and Planning. ("OCJP"). There shall be no charges made against the Authority for the Services of said County Auditor-Controller and Treasurer.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided any of the powers which are common among the Contracting Parties and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.03 of the Agreement.

Section 4.02. Additional Powers. The Authority shall have all additional powers provided in the Act, and any other law now in effect or hereafter enacted.

Section 4.03. Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and those additional powers set forth herein. The Authority shall be subject to the restrictions upon the manner of exercising the power of the County.

Section 4.04. Obligations of Authority. The debts, liabilities and obligations of the authority shall not be the debts, liabilities and obligations of the Contracting Parties or either of them; provided, however, that each of the Contracting Parties may contract separately for, or assume responsibility for, specific debts, liabilities or obligations of the Authority.

Section 4.05. Lead Agency. The LASD shall be the lead agency for the purposes of the operation of the Facility. The Authority may delegate any authority, discretion, or powers to the

Project Coordinator that the Authority deems appropriate in order to carry out the purposes of this Agreement.

ARTICLE V

CONTRIBUTIONS, ACCOUNTS AND REPORTS, FUNDS

Section 5.01. Contributions. The Contracting Parties may: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or (d) use their respective personnel, equipment or property in lieu of other contributions or advances.

Section 5.02. Funds. Subject to the applicable provisions of any instrument or agreement into which the Authority may enter that otherwise may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Any and all funds designated for the operation of the Facility, shall be maintained by the Auditor-Controller and Treasurer in an independent interest bearing trust account or fund.

Section 5.03. Construction Funds. The State of California shall be responsible for the design and construction of the Facility on the campus grounds of CSULA. The County and the City, in their sole discretion and subject to the approval of their respective governing bodies, may also contribute additional funds for the design and construction of the Facility or for modifications or additions thereto. Any surplus of funds contributed by either the County or the City shall be returned to the County or City in proportion to their respective contributions.

Section 5.04. Personnel and Equipment. The LASD and the LAPD agree to provide, at the discretion of their respective governing bodies, personnel and equipment at their own cost and expense, to assist in and support the planning, design and construction of the Facility.

ARTICLE VI

TERM

Section 6.01. Term. This Agreement shall become effective on the date that this Agreement has been executed by all parties hereto, and shall continue in perpetuity, or until terminated in accordance with Section 7.12 of this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

Los Angeles County Sheriff's Department
4700 Ramona Blvd.
Monterey Park, California 91754
Attn: Administrative Services Division

County of Los Angeles
500 West Temple Street, Room 713
Los Angeles, California 90012
Attn: Chief Administrative Officer

Chief of Police
Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, California 90012

Scientific Investigation Division
Attn: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012

Los Angeles City Attorney's Office
Real Property Section
1700 City Hall East
200 North Main Street
Los Angeles, California 90012
Los Angeles Crime Laboratory Facility Authority
Executive Office /Clerk of the Board of Supervisors

Of the County of Los Angeles
Kenneth Hahn - Hall of Administration, Room 383
500 West Temple Street
Los Angeles, California 90012

California State University of Los Angeles
Vice President for Administration and Finance
5151 State University Drive, Los Angeles
California 90032

Section 7.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be withheld unreasonably, and must be made in writing.

Section 7.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed and interpreted in accordance with the laws of the State of California. Any legal disputes arising from or related to this Agreement shall be resolved in the State of California by an administrative or judicial body.

Section 7.05. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by the Contracting Parties either as required in order to carry out any of the provisions of this Agreement or for any other purposes of this Agreement.

Section 7.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 7.07. Severability. Should any part, term, or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.

Section 7.09. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Party.

Section 7.10. Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pensions, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of a public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions; and duties of such officers, agents or employees extraterritorially under this Agreement.

Section 7.11. Fiscal Year. The fiscal year of the Authority, unless and until changed by the Authority, shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 7.12. Termination. This Agreement may only be terminated by mutual consent of each of the Contracting Parties. In the event that the Authority has outstanding debts, liabilities or obligations, such debts, liabilities or obligations must be satisfied or provided for prior to termination of this Agreement.

Section 7.13. Legal Services. The County Counsel and the City Attorney shall be and act as Attorney for the Authority. In the event both are precluded from acting because of a conflict of interest or other legal impediment, the Authority may contract to employ independent counsel to advise and/or represent the Authority and the costs of independent counsel shall be equally shared by LASD and LAPD.

ARTICLE VIII

LEASING, CONSTRUCTION AND LABORATORY OPERATION

Section 8.01. Leases. Upon approval by at least four (4) members of the Board, the Authority may concur in the Ground Lease for the site of the Facility between the State Department of General Services ("Department") and the Board of Trustees of The California State University, and accept assignment of the Department's leasehold interest at such time as the Department assigns its rights in and to the Ground Lease to the Authority. Upon approval by at least four (4) members of the Board, The Authority may enter into the OCJP Lease and one or more Joint Crime Laboratory Facility Sublease Agreement(s) with each occupant of the Facility, including but not limited to, the County, the City and the Board of Trustees of The California State University, which sets forth the terms and conditions by which an occupant of the Facility is authorized to sublease a portion of the Facility.

Section 8.02. Construction of Facility. Construction of the Facility by the State of California shall be in accordance with plans and specifications approved by the Authority, by the affirmative vote of at least four (4) members of the Board. Subject to the Ground Lease and OCJP Lease, the Authority may make modifications or additions to the Facility.

Section 8.03. Terms of Joint Use and Operation. The joint use and operation of the Facility shall be governed by one or more Joint Crime Laboratory Facility Sublease Agreement(s) with each occupant of the Facility. Subject to the Ground Lease and OCJP Lease, the Authority may sublease or contract with other persons or entities for occupancy and use of all or a portion of the Facility. The County and the City presently intend that their sublease(s) may include terms similar to the following:

(a) The Facility shall be used and operated cooperatively by employees of the LASD and the LAPD. The LASD and the LAPD and their respective staff shall work cooperatively and jointly to develop and maintain quality crime laboratory services for the benefit of all law enforcement agencies and their respective prosecuting agencies within the County of Los Angeles.

(b) Hours of operation of the Facility shall be set to satisfy needs of all law enforcement and prosecuting agencies within the County of Los Angeles. Generally, the Facility shall be staffed 24 hours per day, 7 days per week, by employees of the LASD and the LAPD, as determined by each of said law enforcement agencies. The Facility shall also be available on specified dates and times to conduct training and classroom instruction in conjunction with CSULA.

(c) The Facility shall be staffed by both full-time and part-time criminalists, firearms examiners, and other technical support and clerical staff employed by the LASD and the LAPD, as determined by each of said law enforcement agencies. Subject to a Joint Crime Laboratory Facility Sublease Agreement between the Authority and CSULA, portions of the Facility will also be occupied by faculty and students of CSULA and employees.

(d) Equipment, including but not limited to testing machines, electronic devices, tools, and computers for the Facility shall be provided by the LASD and/or the LAPD. Any equipment provided by the LASD or the LAPD shall remain the sole and exclusive property of the agency that provides the equipment to the Facility. Both the LASD and the LAPD may lease equipment for use in the Facility. Maintenance and repair of any equipment purchased or leased by either the LASD or the LAPD shall be the sole and exclusive responsibility of the law enforcement agency that purchases or leases the equipment. The Authority may also lease and/or purchase equipment for use in the Facility. Any equipment leased or purchased by the Authority shall be jointly operated and used by the LASD and the LAPD. Any equipment purchased or leased by the Authority shall be jointly maintained and repaired by the LASD and the LAPD.

(e) The LASD and the LAPD may have sole and exclusive authority to separately and independently operate, control, supervise and manage those areas of the Facility that are assigned to their respective staff or that are specifically designated as either LASD or LAPD areas. Any areas of the Facility that are designated as common areas shall be under the control, supervision, and management of the Authority.

(f) The LASD and the LAPD may be solely and exclusively responsible for any and all cost and related expenses necessary for operating, using and maintaining those areas specifically

assigned to their respective staff or specifically designated as either LASD or LAPD areas. The LASD and the LAPD shall share equally any and all cost and related expenses for operating, using and maintaining the common areas of the laboratory space they share within the Facility.

(g) The Authority shall ensure that all occupants of the Facility, including but not limited to CSULA, shall be solely and exclusively responsible for reimbursing the Authority for any and all cost and related expenses incurred by the Authority for operating, using and maintaining those areas specifically assigned to such occupant or user, and all occupants shall be responsible for their proportional share, based on the percentage of rentable space occupied, of all cost and related expenses for operating, using and maintaining the common areas of the Facility. The Authority shall have the overall responsibility for any and all cost and related expenses necessary for the maintenance and repair of the Facility, subject to and as provided in the Lease and Operating Agreement.

(h) The Authority shall provide parking on the premises of the Facility for LASD or LAPD staff assigned to the Facility. The Authority shall also provide designated visitor parking on the premises of the Facility for those persons needing to conduct official business at the Facility.

(i) Staff of the LASD and the LAPD assigned to the Facility shall meet at least quarterly to discuss matters of mutual concern and interest. At least once per year, the Los Angeles County Sheriff and Chief of Police, or their designees will meet to discuss matters of mutual concern and interest, including future policies and operating procedures. Any and all substantial problems, disputes, or questions concerning the operations and control of the Facility and the equipment therein, shall be resolved by mutual agreement of the Los Angeles County Sheriff and the Chief of Police, or their designees, and if the Sheriff and Chief of Police cannot resolve the matter then the issue shall be presented to the Board of Directors of the Authority for resolution.

IN WITNESS WHEREOF, the parties hereto have cause this First Amended Agreement to be executed and attested by their proper officers thereon to duly authorized and their official seals to be hereto affixed as of the date first herein above written.
County of Los Angeles

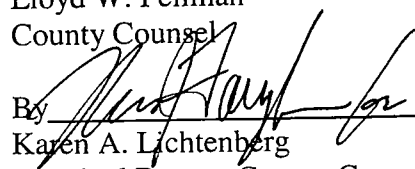
Authorized Signatory Date: _____

City of Los Angeles

Authorized Signatory Date: _____

APPROVED AS TO FORM

Lloyd W. Pellman
County Counsel

By 
Karen A. Lichtenberg
Principal Deputy County Counsel

Date: May 19, 2003

APPROVED AS TO FORM AND CONTENT

Rocky Delgadillo
City Attorney

By _____ Date: _____

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____ Date: _____

J. Michael Carey
City Clerk

By _____ Date: _____

ENCLOSURE B

FINAL
INITIAL STUDY and
MITIGATED NEGATIVE DECLARATION
for the proposed
LOS ANGELES REGIONAL
FORENSIC SCIENCE CRIME
LABORATORY
PROJECT

DECEMBER 2002

NOTICE OF DETERMINATION

TO: Office of Planning and Research
1400 - 10th Street, Room 209
Sacramento, CA 95814

FROM: State of California
Office of Criminal Justice Planning
1130 K Street, Suite 300
Sacramento, CA 95814

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 of the Public Resources Code.

Project Title: Los Angeles Regional Crime Laboratory Facility

| State Clearinghouse Number | Contact Person | Telephone Number |
|----------------------------|------------------|------------------|
| 2002101012 | Robert A. Sleppy | (916) 376-1600 |

Project Approval:

The California Office of Criminal Justice Planning, hereby approves the proposed project on the basis of the final Mitigated Negative Declaration for this project pursuant to the provisions of CEQA on December 23, 2002.

Project Location:

California State University, Los Angeles (CSULA). In Parking Lot A in the southwest corner of the campus near the intersection of Eastern Avenue and State University Drive, Los Angeles, CA 90032.

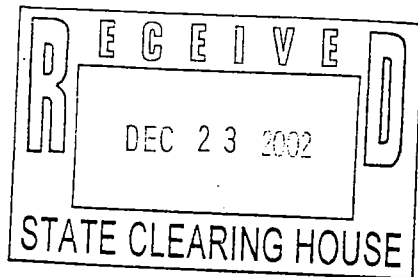
Project Description:

The California Office of Criminal Justice Planning is planning to construct an approximately 200,000 square foot state-of-the-art crime laboratory, offices, classrooms, and parking on a 6.5 acre site on the campus of California State University, Los Angeles. The County Sheriff's Department, the Los Angeles Police Department, and CSULA have entered into a cooperative agreement with the lead agency to share space and operational management of this facility. The Regional Crime Laboratory facilities will meet the region's increasing demand for forensic science analysis and are expected to improve and facilitate the criminal justice community and public safety.

The California Office of Criminal Justice Planning, as lead agency, has approved the above described project and has made the following determinations regarding the above described project:

1. There is no substantial evidence that the project will have a significant effect on the environment.
2. In accordance with the California Environmental Quality Act (CEQA), a final Mitigated Negative Declaration for the project was prepared and approved by the California Office of Criminal Justice Planning. The final Mitigated Negative Declaration and record of project approval may be examined at the Department of General Services, Real Estate Services Division, 707 Third Street, Suite 3-400, West Sacramento, California. The final Mitigated Negative Declaration reflects the independent judgment and analysis of the California Office of Criminal Justice Planning.
3. Mitigation measures were made a condition of the approval of the project.
4. A Statement of Overriding Considerations was not required to be adopted for this project.
5. A Department of Fish and Game Certificate of Fee Exemption is attached to this Notice of Determination.

Date Received for Filing:



WAYNE STRUMPFER, Interim Executive Director
California Office of Criminal Justice Planning

**CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION**

De Minimis Impact Finding

Project Title

Los Angeles Regional Crime Laboratory Facility

Lead Agency

California Office of Criminal Justice Planning
1130 K Street, Suite 300
Sacramento, CA 95814

Location

California State University, Los Angeles/Parking Lot A
5151 State University Drive
City of Los Angeles, County of Los Angeles
California 90032

Project Description

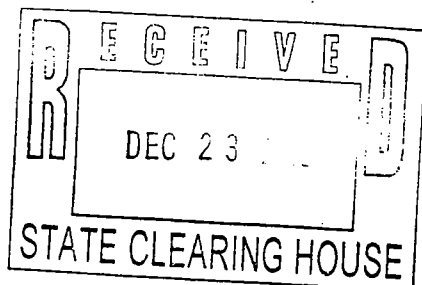
The California Office of Criminal Justice Planning (the lead agency), the Los Angeles County Sheriff's Department, the Los Angeles City Police Department, and California State University, Los Angeles have entered into a cooperative agreement to develop a state-of-the-art crime laboratory at the 6.5-acre parking lot. The Regional Crime Laboratory Facility will be an approximately 200,000 square foot building, with five stories and a penthouse. The proposed facility will house the Los Angeles City Police Department's and Los Angeles County Sheriff's Department's Crime Laboratories, as well as science laboratories and classroom facilities for the state university. The Regional Crime Laboratory facilities will meet the region's increasing demand for forensic science analysis and are expected to improve and facilitate the criminal justice community and public safety.


Findings of Exemption

There is no evidence before the California Office of Criminal Justice Planning that implementation of this project will have potential for an adverse effect on wildlife resources. This finding is supported by the fact that the site is located in a developed urban area, and has no natural habitat value given its current use as a parking lot.

Certification

I hereby certify that the California Office of Criminal Justice Planning has made the above findings and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.





WAYNE STRUMPFER, Interim Executive Director
California Office of Criminal Justice Planning

12.23.02

Date

**APPROVAL OF THE
OFFICE OF CRIMINAL JUSTICE PLANNING
LOS ANGELES REGIONAL CRIME LABORATORY**

On behalf of the California Office of Criminal Justice Planning, I approve the proposed Los Angeles Regional Crime Laboratory for the Office of Criminal Justice Planning in the County of Los Angeles, California.

The project will support current and long-term future operations of trace and DNA investigations for the Los Angeles County Sheriff's Department and the Los Angeles City Police Department, as well as California State University, Los Angeles' Department of Criminalistics and Criminal Justice programs. In addition, the facility includes accommodations for the Department of Justice, California Criminalistics Institute, and the California Forensic Science Institute.

The new facility will be constructed on the extreme southwest corner property of the CSULA campus, which totals approximately 6.5 acres. The campus cross streets are State University Drive on the south and Paseo Rancho Castilla on the west. The site is northwest of the intersection of Interstate 10 and State Highway 710 in the northeast portion of Los Angeles County.

The project site is designated as Public Facilities within the northeast Los Angeles Community Plan. The proposed Crime Laboratory use of the site would be consistent with this land use designation. The California State University – Los Angeles Master Plan includes the development of a forensic science crime laboratory in its Five-Year Capital Improvement Program for 2001-2002. The purposed use would be consistent with the plans for an on-site forensics science crime laboratory, as called for in the campus Master Plan.


Office of Criminal Justice Planning in conjunction with the project Joint Powers Authority circulated for public review a draft Mitigated Negative Declaration and Initial Study in compliance with the provisions of the California Environmental Quality Act (CEQA). The lead agency has also prepared responses to comments on the draft environmental document, and incorporated those responses into the final record of this project. In consideration of the approval of the project, the lead agency also hereby adopts the Mitigation Monitoring Plan to assure the project will not have any significant, adverse environmental effects.

The record of approval documents for the Office of Criminal Justice Planning, Los Angeles Regional Crime Laboratory will be retained and made available for public review at the Office of Criminal Justice Planning, 1130 K Street, Suite 300, Sacramento, CA 95814.

The Office of Criminal Justice Planning has reviewed and considered the information contained in the final Mitigated Negative Declaration prepared for the project.

Upon consideration of this information and in accordance with CEQA, I hereby approve the Office of Criminal Justice Planning Los Angeles Regional Crime Laboratory. I also hereby direct the filing of a Notice of Determination as required by CEQA.

It is here noted that the California Department of General Services, Real Estate Services Division, on behalf of the lead agency, shall be responsible for planning and construction of said facility as well as serving as the agent for the lead agency for implementation of the Mitigation Monitoring Program.



WAYNE STRUMPFER
Interim Executive Director
Office of Criminal Justice Planning
State of California

12.23.02
Date

FINAL MITIGATED NEGATIVE DECLARATION

Project: Los Angeles Regional Forensic Science Crime Laboratory

Lead Agency: Office of Criminal Justice Planning, State of California

Project description: The California Office of Criminal Justice Planning is planning to construct an approximately 200,000 square foot state-of-the-art crime laboratory, offices, classrooms, and parking on a 6.5 acre site on the campus of California State University, Los Angeles (CUSLA). The County Sheriff's Department, the Los Angeles Police Department, and CSULA have entered into a cooperative agreement with the lead agency to share space and operational arrangements for this. The Regional Crime Laboratory facilities will meet the region's increasing demand for forensic science analysis, and are expected to improve and facilitate the criminal justice community and public safety.

Project Circulation: This Final Mitigated Negative Declaration (MND) for the Los Angeles Regional Forensic Science Crime Laboratory was prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resource Codes 21000 *et seq.*) and the State CEQA Guidelines (California Code of Regulations 15000 *et seq.*), as amended. This Final MND supplements and updates the Initial Study/Mitigated Negative Declaration (IS/MND) released for public review in October 2002 in compliance with CEQA and its regulations.

Document was circulated for public review through the State Clearinghouse for a period of 30 days and was properly noticed in local newspapers. Comment letters were received on the draft MND; this document contains responses to comments on the Draft IS/MND and edits, as necessary, to the draft document.

Findings: The Initial Study was prepared for the project determined that the proposed Regional Crime Laboratory Facility would not have any adverse, significant effects on the environment if specific mitigation measures were implemented to reduce short-term air quality, noise, and traffic/circulation environmental effects to a less than significant levels. Mitigation measures and conditions to the project have been incorporated in to the project. Implementation of these measures will include their incorporation into the construction documents for the project, and implementation of the Mitigation Monitoring Plan adopted for the project.

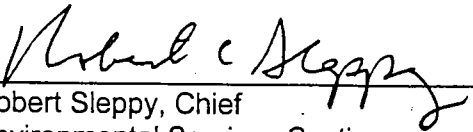
During the course of the public review period it was determined that the lead agency for this project would be the California Office of Criminal Justice Planning (OCJP) instead of the Sheriff's Department. This change reflected only the circumstance that state capital funds will be used for construction of the facility, and that OCJP will be the public agency responsible for the overall operation of the regional laboratory. There were no changes to the project description or the operational aspects of the facility as a result in the change in lead agency.

Having reviewed the final version of the Mitigated Negative Declaration and its Initial Study for the project, the comment letters, and responses to those letters, and related construction planning documentation, the OCJP does hereby find and declare that the proposed project will not have a significant effect on the environment.

Questions or comments regarding this Final Mitigated Negative Declaration and Initial Study may be addressed to:

Robert A. Sleppy (916) 376-1601
Real Estate Services Division
Department of General Services


I hereby recommend approval of this Final Mitigated Negative Declaration and adoption of the Mitigation Monitoring Plan:


Robert Sleppy, Chief
Environmental Services Section
Real Estate Services Division
California Department of General Services

12.23.02
Date

Pursuant to Section 21082.1 of the California Environmental Quality Act (CEQA), the California Office of Criminal Justice Planning has independently reviewed and analyzed the Initial Study and Mitigated Negative Declaration for the proposed project. The lead agency further finds that all conditions as stated in the Mitigated Negative Declaration will be implemented.

I hereby approve this project and direct the filing of a Notice of Determination.


Wayne Strumpfer
Interim Executive Director
Office of Criminal Justice Planning
State of California

12.23.02
Date

MITIGATION MONITORING AND REPORTING PROGRAM

The analysis in the Initial Study for the Los Angeles Regional Forensic Science Crime Laboratory indicates that potentially significant adverse environmental impacts may occur with the project in terms of Air Quality, Noise, and Transportation/Traffic. Mitigation measures are recommended for the identified significant adverse impacts under each relevant environmental issue area. In addition, future development on the project site would need to comply with a number of standard conditions that are routinely imposed by the County of Los Angeles and other regulatory agencies. The mitigation measures for the development of the forensics laboratory would be approved by the State of California Office of Criminal Justice Planning, in conjunction with the adoption of the Mitigated Negative Declaration for the project.

Section 21081.6 of the Public Resources Code requires a public agency to adopt a monitoring and reporting program for assessing and ensuring the implementation of required mitigation measures applied to proposed developments. Specific reporting and/or monitoring requirements that will be enforced during project implementation shall be adopted coincidental to final approval of the project by the responsible decision maker(s). In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker regarding the adoption of the monitoring program, coincidental to certification of the Mitigated Negative Declaration.

In accordance with Public Resources Code Section 21081.6, this Mitigation Monitoring and Reporting Program (MMRP) has been developed for the proposed Los Angeles Regional Forensic Science Crime Laboratory project. The purpose of the MMRP is to ensure the project complies with all applicable environmental mitigation and permit requirements. The MMRP for the proposed forensics lab project designates the County of Los Angeles Sheriff's Department and its subconsultants as responsible for the implementation of mitigation measures, with the State of California Department of General Services and the Office of Criminal Justice Planning as responsible for verification for mitigation compliance, review of all monitoring reports, enforcement actions, and document disposition.

This mitigation monitoring and reporting program shall be considered by the State of California Department of General Services and the Office of Criminal Justice Planning prior to completion of the environmental review process, to enable the decision-maker's appropriate response to the proposed project. In addition, the following language shall be incorporated as part of the decision-maker's findings of fact, and in compliance with requirements of the Public Resources Code.

In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the State of California Department of General Services will need to make the following additional findings:

- ◆ *That a mitigation monitoring and reporting program shall be implemented for the proposed Los Angeles Regional Forensic Science Crime Laboratory project;*
- ◆ *Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include required mitigation measures/conditions; and*
- ◆ *That an accountable enforcement agency and monitoring agency shall be identified for mitigation measures/conditions adopted as part of the decision-maker's final determination.*

MITIGATION MEASURES

As indicated earlier, the proposed forensics laboratory would be subject to standard conditions, which include existing local, State and Federal regulations. In addition, a number of mitigation measures have been recommended to reduce or avoid the potentially significant adverse impacts associated with development of the forensics lab. These mitigation measures are listed below in the table titled *Mitigation Monitoring Program*. Responsible parties, the time frame for implementation, and the monitoring parties are also identified for each measure. The mitigation measures are primarily the responsibility of the Los Angeles County Sheriff's Department, as the primary proponent for the development of the forensics lab. In order to determine if the Sheriff's Department or its subconsultants have implemented these measures, the method of verification is also identified, along with the agency responsible for monitoring/verifying that the mitigation measure has been implemented.

MITIGATION MONITORING PROGRAM

| Mitigation Measures | Responsible Party | Time Frame for Implementation | Department or Agency Responsible for Monitoring |
|---|-------------------------------------|-------------------------------|---|
| Air Quality For Dust Control: <ul style="list-style-type: none"> Use enhanced dust control measures. The menu of enhanced dust control measures includes the following: <ul style="list-style-type: none"> Water all active construction areas at least twice daily. Cover all haul trucks or maintain at least two feet of freeboard. Pave or apply water four times daily to all unpaved parking or staging areas. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway. Cover or water twice daily any on-site stockpiles of debris, dirt, or other dusty material. Suspend all operations on any unpaved surface if winds exceed 25 mph. Hydroseed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed. | Sheriff's Department/ Contractor | During Construction | Field Inspections by Department of General Services |
| For Construction Equipment Emissions: <ul style="list-style-type: none"> Require 90-day low-NO_x tune-ups for off-road equipment. Limit allowable idling to 10 minutes for trucks and heavy equipment. | Sheriff's Department/ Contractor | During Construction | Field Inspections by Department of General Services |
| For Off-Site Emissions: <ul style="list-style-type: none"> Encourage car pooling for construction workers. | Sheriff's Department/ | During Construction | Field Inspections by Department of |

| Mitigation Measures | Responsible Party | Time Frame for Implementation | Department or Agency Responsible for Monitoring |
|---|---|---|---|
| <ul style="list-style-type: none"> Limit lane closures to off-peak travel periods. Park construction vehicles off traveled roadways. Wet down or cover dirt hauled off-site. Wash or sweep access points daily. Encourage receipt of materials during non-peak traffic hours. Sandbag construction sites for erosion control. | Contractor | | General Services |
| Noise <ul style="list-style-type: none"> Construction activities should be limited to the hours of 7 a.m. to 7 p.m. on weekdays during times when non-project activities throughout the area will mask any local project noise impacts. Site contractors shall use the quietest equipment available and any stationary on-site sources such as generators or compressors shall be located in areas where they least impact ongoing noise-sensitive activities such as the adjacent elementary school/diagnostic center. All on-site construction equipment shall have properly operating mufflers. | Sheriff's Department/ Contractor | During Construction | Field Inspections by Department of General Services |
| <ul style="list-style-type: none"> Existing traffic noise shall be reduced by providing adequate structural noise attenuation on the southern side of the proposed facility. A minimum noise level reduction (NLR) of 23 dB shall be incorporated into structural design. Once a final building envelope is selected, certification that a minimum NLR of 23 dB will be achieved shall be prepared. A 23-dB reduction is expected to be achieved with standard design practice as long as the windows on the southern side of the building can remain in the closed position through provision of supplemental ventilation. On-site utility equipment (HVAC system) and mechanical systems such as elevator motors shall comply with all applicable building code noise abatement requirements, and shall be located either in the shielded service area or at roof level so as to minimize noise perception at any adjacent noise sensitive campus uses. | Sheriff's Department/ Project Architect/ Engineer | During Building Design, prior to Department of General Services approval of building construction | Plan Review by Department of General Services |
| Transportation/Traffic <ul style="list-style-type: none"> At the east leg of the Eastern Avenue/Ramona Boulevard intersection, the existing westbound shared through/right turn lane shall be restriped as an exclusive right-turn lane. | Sheriff's Department/ Contractor | During Construction | Field Inspections by Department of General Services |

Responses to Letters of Comment

All letters received during the public review of this draft Initial Study/Mitigated Negative Declaration (IS/MND) are reproduced in their entirety and are addressed in the following Responses to Comments section. Numbered responses correspond to the numbered comments at the point the comment occurs for purposes of continuity. Changes have been made to the text of the final IS/MND as referenced in the applicable response(s) to comments and responses. No major changes to the IS/MND or the conclusions of the environmental analysis have occurred.

Letter of Comment

Responses Begin on Page

- | | |
|---|------|
| 1. State of California Department of Transportation – October 24, 2002 | PR-1 |
| 2. California State University, Los Angeles – October 23, 2002 | PR-2 |
| 3. Southern California Association of Governments – October 17, 2002 | PR-3 |
| 4. County of Los Angeles Fire Department – October 31, 2002 | PR-4 |
| 5. County of Los Angeles Department of Public Works – October 31, 2002 | PR-6 |
| 6. County of Los Angeles Department of Public Works – November 21, 2002 | PR-8 |

Comment

ENVIRONMENTAL REGULATION AND INSURANCE AGENCY

DEPARTMENT OF TRANSPORTATION

DISTRICT 7, REGIONAL PLANNING

IGR/CEQA BRANCH

1500 SPRING ST.

LOS ANGELES, CA 90012

PHONE (213) 897-4429

FAX (213) 897-4429

DEAN DANIEL JARVIS



Let's join forces
to solve the crime

IGR/CEQA No. 021016AL

LA Regional Forensic Science Crime Lab.

Via LA 10 / PM 29.55

SC11 # 2002191012

October 24, 2002

Mr. Sam Sklar, Facilities Project Manager
County of Los Angeles Sheriff's Department
1000 South Fremont Ave.
Los Angeles, CA 91601

Dear Mr. Sklar:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The proposed project is to develop a state-of-the-art crime laboratory at the 6.50-acre parking lot.

Storm water run-off is a sensitive issue for Los Angeles and Ventura counties. Please be mindful of your need to discharge clean run-off water.

Any transportation of heavy construction equipment and/or materials which requires the use of oversized-transport vehicles on State highways will require a Caltrans transportation permit. We recommend that large size truck trips be limited to off-peak commute periods. Thank you for the opportunity to have reviewed this project.

If you have any questions, please feel free to contact me at (213) 897-4429 or Alan Lim the project coordinator at (213) 897-8391 and refer to IGR/CEQA No. 021016AL.

Sincerely,

STEPHEN J. BUSWELL

IGR/CEQA Branch Chief

cc: Becky Frank, State Clearinghouse

1

2

Response

1

Comment noted. Stormwater runoff is addressed in Section 3.8, *Hydrology and Water Quality*, of the MND. As stated in Section 3.8(a), best management practices for stormwater pollution control would be implemented during construction, in accordance with the National Pollutant Discharge Elimination System (NPDES). The proposed crime laboratory is not expected to generate pollutants that would violate water quality standards or waste discharge requirements.

2

Comment noted. All efforts will be made to limit large size truck trips to off-peak commute periods. Additionally, all pertinent Caltrans transportation permits will be obtained for the transport of oversized vehicles on State highways.

Comment



California State University, Los Angeles

Office of the Environmental Health and Safety/Risk Management (323) 343-3531 FAX: (323) 343-3463
5151 State University Drive, Los Angeles, California 90032-8570 MEMORANDUM

TO: Ali Ladhani, Planning & Construction Director DATE: 10/23/02
REF: EHS-02-062

FROM: Kevin T. Brady, Risk Management & EHS Director *KB*

CC: D. Robertson-Simons, HRM & Risk Services AVP
File

SUBJECT: COMMENTS ON EIR FOR FORENSIC SCIENCE CRIME LAB

The Risk Management & EHS Office reviewed the Forensic Science Crime Laboratory's environmental impact report (EIR) and is providing this comment for your consideration.

- On page 3-24 for the question... "Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?" there is a conclusion of no impact. That rationale is based on the consultant's viewpoint that the nearest K-12 school is the City Terrace School.

That position is incorrect. The entire campus of California State University, Los Angeles (CSULA) is considered a K-12 site with the Los Angeles County High School for the Arts (LACHSA) utilizing various buildings and classroom space for their school. This interpretation has been confirmed by the South Coast Air Quality Management District (SCAQMD) and CSULA Legal Counsel. All permits to construct and operate require that CSULA send letters of intent to the parents of LACHSA students notifying them of the proposed activity. Therefore, there will be an impact to an existing school.

If there are any further questions do not hesitate in contacting me at (323) 343-3527.

3

Response

3

The response to Section 3.7(c) of the IS/MND has been revised. Installation and operation of a diesel generator at the crime lab would generate hazardous exhaust emissions. However, this emission generation would be limited to times when the generator is in use during major blackouts and during regular and short-term testing. Installation and use of the generator would also be made in compliance with SCAQMD regulations. Impacts are considered less than significant.

The diesel generator that would be installed at the facility may require an SCAQMD permit to operate. As part of the application process for the permit, the contractor would need to provide proof that the parents of students of the LACHSA program have been notified of the generator.

Comment

Response



ASSOCIATION of
GOVERNMENTS

Main Office

914 South Broadway Street

Los Angeles

211 South Broadway

Los Angeles

90001-1535

Phone (213) 621-1000

Telex (910) 621-1000

Facsimile (213) 621-1000

Internet (213) 621-1000

Web Site (213) 621-1000

E-mail (213) 621-1000

Internet (213) 621-1000

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October 17, 2002

Mr. Sam Sklar
Facilities Project Manager
County of Los Angeles Sheriff's Department
4500 City Terrace Drive
Los Angeles, CA 90063

RE: SCAG Clearinghouse No. 1 20020546 Los Angeles Regional Crime
Laboratory Facility

Dear Mr. Sklar:

Thank you for submitting the Los Angeles Regional Crime Laboratory Facility to SCAG for review and comment. As a statewide clearinghouse for regionally significant projects, SCAG reviews the consistency of local plans, projects and programs with regional plans. This activity is based on SCAG's responsibilities as a regional planning organization pursuant to state and federal laws and regulations. Guidance provided by these reviews is intended to assist local agencies and project sponsors to take actions that contribute to the attainment of regional goals and policies.

We have reviewed the Los Angeles Regional Crime Laboratory Facility, and have determined that the proposed project is not regionally significant per SCAG's Interagency Review (IGR) Criteria and California Environmental Quality Act (CEQA) Guidelines (Section 15206). Therefore, the proposed project does not warrant comments at this time. Should there be a change in the scope of the proposed project, we would appreciate the opportunity to review and comment at that time.

A description of the proposed project was published in SCAG's October 1-15, 2002 Interagency Review Clearinghouse Report for public review and comment.

The project title and SCAG Clearinghouse number should be used in all correspondence with SCAG concerning this project. Correspondence should be sent to the attention of the Clearinghouse Coordinator. If you have any questions, please contact me at (213) 236-1867. Thank you.

Sincerely,

Jeffrey M. Smith

JEFFREY M. SMITH, AICP
Senior Regional Planner
Interagency Review

4

Comment noted.

5

Comment noted.

6

Comment noted.

Comment

Response



COUNTY OF LOS ANGELES

FIRE DEPARTMENT
1100 WEST 4TH STREET
LOS ANGELES, CALIFORNIA 90012-1000
(213) 890-1310

P. M. HARRIS, Fire Chief
F. J. HARRIS, Fire Captain
F. J. HARRIS, Fire Captain

October 11, 2002

Ken Miller, Project Manager
County of Los Angeles Sheriff's Department
4500 Wilshire Drive
Los Angeles, CA 90048

Dear Mr. Miller:

DRAFT ENVIRONMENTAL IMPACT REPORT - LOS ANGELES REGIONAL CRIME LABORATORY FACILITY, INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION, CITY OF LOS ANGELES - CIR 0102-2002

The Draft Environmental Impact Report for the Los Angeles Regional Crime Laboratory Facility has been received by the Planning, Section, Land Development, and Fire Department of the County of Los Angeles Fire Department. The following is their comment:

PLANNING DIVISION:

The Planning Division is reviewing this project for its impact on the emergency response area of the County of Los Angeles. The Planning Division is reviewing the project for its impact on the County and the City of Los Angeles. Pursuant to this agreement, the District responds to the basic fire impact not to a medical emergency and one engine company to a structure fire in the City of Los Angeles. The agreement is intended to be reciprocal in nature and locally relevant. If the project development results in an imbalance between services provided and received by the District, it may have to be renegotiated so that it would remain mutually beneficial for both parties.

LAND DEVELOPMENT DIVISION:

This project is located within the City of Los Angeles. Therefore, the City of Los Angeles Fire Department has jurisdiction over this project. The project will be subject to the same fire impact as the project in the City of Los Angeles. The project is subject to the same fire impact as the project in the City of Los Angeles. The project is subject to the same fire impact as the project in the City of Los Angeles.

The County of Los Angeles Fire Department, Land Development Unit appreciates the opportunity to comment on this project.

| SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITY OF LOS ANGELES | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| AREA | AREA | AREA | AREA | AREA | AREA | AREA | AREA | AREA | AREA |
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COUNTY OF LOS ANGELES

FIRE DEPARTMENT
1100 WEST 4TH STREET
LOS ANGELES, CALIFORNIA 90012-1000
(213) 890-1310

7

Comment noted.

8

Comment noted.

Comment

Sam Sklar, Facilities Project Manager
October 31, 2002
Page 2

Should any questions arise please contact Inspector J. Scott Greenleaf at (323) 890-4235

FORESTRY DIVISION - OTHER ENVIRONMENTAL CONCERNS:

The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel mobilization for Very High Fire Hazard Severity Zones or Fire Zone 4, archeological and cultural resources and the County Oak Tree Ordinance. The areas germane to these statutory responsibilities of the County of Los Angeles Fire Department have been addressed.

If you have any additional questions, please contact this office at (323) 890-4330.

Very truly yours,



DAVID E. LEININGER, CAPT., FORESTRY DIVISION
PREVENTION BUREAU

DRL:lc

9

Response

9

Comment noted.

Comment

Response



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

TO: THE COUNTY CLERK
COUNTY OF LOS ANGELES
CIVIL DIVISION
400 N. GATE
LOS ANGELES, CA 90012

DATE: 10/31/2002
TIME: 10:00 AM
BY: [Signature]

RECEIVED
OCT 31 2002

October 31, 2002

TO: Sam Sklar
Sheriff's Department

FROM: John T. Walker
Assistant Deputy Director
Traffic and Light Division

LOS ANGELES REGIONAL FORENSIC SCIENCE CRIME LABORATORY PROJECT
DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (OCTOBER 2002)
TRAFFIC STUDY (SEPTEMBER 10, 2002)
CITY OF LOS ANGELES

As requested, we have reviewed the above-mentioned document. The updated document has been submitted to address our previous comments provided in our memo dated September 12, 2002.

The Project site is located in the southwest corner of the California State University of Los Angeles campus at 5151 State University Drive in the City of Los Angeles.

The proposed Project consists of the development of a 200,000-square-foot forensic science crime laboratory with parking Lot A of California State University at Los Angeles. The proposed Project would be occupied by 353 full-time employees and 322 students. The Project is estimated to generate approximately 2,380 vehicle trips daily, with 256 and 249 vehicle trips during the a.m. and p.m. peak hour, respectively.

We agree with the study that the traffic generated by this Project alone will significantly impact the intersection of Eastern Avenue at Ramona Boulevard. The following improvement shall be the sole responsibility of the Project and be made a condition of approval to be in place prior to the issuance of any building permit(s):

- Eastern Avenue/Ramona Boulevard
- East Approach: One left-turn lane, one through lane, and an exclusive right-turn lane instead of one left-turn lane, one through lane and one shared through/right-turn lane.

10

11

10 Comment noted.

11 Comment noted.

Comment

Sam Sklar
October 31, 2002
Page 2

Detailed striping plans shall be prepared and submitted to Public Works for review and approval.

We agree the cumulative traffic generated by the Project and other related projects in the area will not have any significant impact to roadways in the area. We also agree that the Project will not have any significant impact to the Congestion Management Program monitored intersections, arterials, or freeways.

As indicated in the September 12, 2002, memo, the Traffic Study shall be revised to include the following and submitted to Public Works prior to public review

- A 40-foot scale site plan showing access locations in relationship to adjacent intersections and opposite the Project frontage. A detailed striping plan along the Project frontage shall be submitted to Public Works for review and approval
- Traffic signal warrant analyses for the two unsignalized Project driveways shall be conducted. If traffic signals are warranted, the Project is solely responsible for the design and installation and must be in place prior to issuance of building permit(s)
- The potential traffic impact on the San Bernardino (I-10) Freeway and the Long Beach (I-710) Freeway must be considered. The applicant shall consult with the State of California Department of Transportation (Caltrans) to determine the California Environmental Quality Act (CEQA) levels of significance with regard to traffic impacts on Caltrans' freeway facilities. This consultation shall also include a determination of Caltrans requirements for the study of traffic impacts to its facilities and the mitigation of any such impacts. Written comments on the impact of the Project shall be obtained from Caltrans and forwarded to Public Works for review

We require the Cities of Los Angeles and Monterey Park review this Project for any CEQA-significant traffic impacts and mitigations within their jurisdictions. All written comments from these agencies shall be forwarded to Public Works, Traffic and Lighting Division

If you have any questions, please contact Nickolas VanGunst of our Traffic Studies Section at (626) 300-4768.

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cc: T. M. Alexander
Traffic and Lighting (Munoz)

Response

12

A 40-foot scale site plan, a detailed striping plan, and signal warrant analyses shall be submitted to the Los Angeles County Department of Public Works for review and approval.

13

The draft IS/MND was distributed to Caltrans. Comments received from Caltrans are provided in this document.

14

Among other agencies, the draft MND was distributed to Caltrans, the City of Los Angeles, and the City of Monterey Park. Comments received from Caltrans are provided in this document. The City of Los Angeles and the City of Monterey Park did not submit written comments regarding the proposed project.

Additionally, the traffic study was coordinated with Caltrans, the City and County of Los Angeles, and the City of Monterey Park. Comments from these agencies were considered in conducting the traffic study and preparing the report.

Comment



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
100 SOUTH MAIN STREET
LOS ANGELES, CALIFORNIA 90012

RECEIVED
NOV 21 1997
CITY OF LOS ANGELES

November 21, 2002

Mr. Sam Sklar
County of Los Angeles Sheriff's Department
4500 City Terrace Drive
Los Angeles, CA 90063

Dear Mr. Sklar:

RESPONSE TO A MITIGATED NEGATIVE DECLARATION LOS ANGELES REGIONAL CRIME LABORATORY FACILITY CITY OF LOS ANGELES

Thank you for the opportunity to provide comments on the Mitigated Negative Declaration for the subject project. The proposed project consists of the development of a state-of-the-art crime laboratory in the southwest corner parking lot of California State University, Los Angeles. The project includes science laboratories and classroom facilities. We have reviewed the submittal and offer the following comments:

Environmental Programs

As projected in the Los Angeles County Countywide Siting Element, which was approved by a majority of the cities in the County of Los Angeles in late 1997 and by the County Board of Supervisors in January 1998, a shortfall in permitted daily landfill capacity may be experienced in the County within the next few years. The construction and/or redevelopment activities and postdevelopment operation associated with the proposed project may increase the generation of solid waste and may negatively impact the solid waste management infrastructure in the County. Therefore, the proposed environmental document must identify what measures the project proponent plans to implement to mitigate the impact. Mitigation measures may include, but are not limited to, implementation of waste reduction and recycling programs to divert the solid waste including construction and demolition waste, from the landfills.

The California Solid Waste Reuse and Recycling Access Act of 1991, as amended requires each development project to provide an adequate storage area for collection and removal of recyclable materials. The environmental document should include/discuss standards to provide adequate recyclable storage areas for collection/storage of recyclable and green waste materials for this project.

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15

16

Response

Solid waste impacts are addressed in Section 3.16, *Utilities and Service Systems*, of the Initial Study. As stated in the discussion, the project's impact on solid waste disposal facilities would not be significant. During operation, the forensics lab would also implement paper, cardboard, aluminum can and glass recycling programs on-site. In addition, the project would implement construction recycling measures.

15

16

A storage area for collection and removal of recyclable materials would be located in a trash collection area at the rear of the proposed structure near the conventional trash dumpsters. The recyclable materials would be collected as part of waste disposal services at Cal State L.A.

Comment

Mr. Sam Sklar
November 21, 2002
Page 2

17 The existing hazardous waste management (HWM) facilities in this County are inadequate to handle the hazardous waste currently being generated. The proposed project may generate household hazardous waste, which could adversely impact existing HWM facilities. This issue should be addressed and mitigation measures provided.

18 Should any operation within the subject project/development include the construction/installation, modification, or removal of underground storage tanks, industrial waste control disposal facilities, and/or stormwater treatment structures, our Environmental Programs Division must be contacted for required approvals. The City of Los Angeles and the County of Los Angeles Sanitation Districts should be contacted regarding any additional industrial waste permit requirements.

19 All development and redevelopment projects, which fall into one of the Standard Urban Stormwater Mitigation Plan (SUSMP) project types characteristics, or activities, must obtain SUSMP approval. Among others, parking lots 5,000 square feet or more, or with 25 parking spaces (potentially exposed to stormwater runoff) and restaurants, fall into the target project types.

If you have any questions, please contact Ms. Genevieve Lebita at (626) 458-2195.

Land Development

We have reviewed the subject document and have no comments.

If you have any questions, please contact Mr. Hubert Selo at (626) 458-4349.

Watershed Management (Los Angeles River)

21 The proposed project is a facility that handles chemicals and other hazardous wastes. The project should comply with applicable sections of the SUSMP as set forth by the Regional Water Quality Control Board.

22 The proposed project should include investigation of watershed management opportunities to maximize capture of local rainfall on the project site, eliminate incremental increases in flows to the storm drain system and provide filtering of flows to capture contaminants originating from the project site.

If you have any questions, please contact Mr. Luong Nguyen at (626) 458-4210.

Response

17 Hazards and hazardous wastes have been addressed in Section 3.7 *Hazards and Hazardous Materials*, of the Initial Study. As discussed within that section, hazardous materials use, storage, and disposal at the proposed project would be made in accordance with existing federal, state and local regulations, including Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) standards.

18 No underground fuel storage tanks are proposed as part of the forensics lab project. The project would comply with the wastewater discharge requirements of the City of Los Angeles Sanitation Department.

19 The proposed project would implement best management practices (BMPs) as required under the Standard Urban Stormwater Mitigation Plan (SUSMP) of the County. This will include capture of local rainfall, filtering of runoff, and preventing increase in flows off-site.

20 Comment noted.

21 The proposed project would comply with the SUSMP. The handling of chemicals and other hazardous waste shall be made in accordance with pertinent regulations.

22 See response to Comment No. 19.

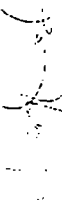
Comment

Mr. Sam Sklar
November 21, 2002
Page 3

If you have any questions regarding the environmental review process of Public Works please contact Ms. Massie Munroe at (326) 458-4359.

Very truly yours

JAMES A. NOYES
Director of Public Works



ROD H. KUBOMOTO
Assistant Deputy Director
Watershed Management Division

MM:sv/kk
4/4/03

Response

**FINAL
INITIAL STUDY and
MITIGATED NEGATIVE DECLARATION
for the proposed
LOS ANGELES REGIONAL
FORENSIC SCIENCE CRIME LABORATORY
PROJECT**

Prepared for:
**County of Los Angeles
Sheriff's Department**
1000 South Fremont Ave, Unit 47
Bldg A9-East, 5th Floor North
Alhambra, CA 91803
(626) 300-3014

Prepared by:
David Evans and Associates, Inc.
800 North Haven Avenue, Suite 300
Ontario, California 91764
(909) 481-5750

DECEMBER 2002

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PREFACE

Since preparation of the Draft Initial Study/Mitigated Negative Declaration (IS/MND) and its public circulation, the Lead Agency for the Los Angeles Regional Forensic Science Crime Laboratory project has been changed from the Los Angeles County Sheriff's Department to the State of California Office of Criminal Justice Planning (OCJP). Section 14669.21 was recently added into the California Government Code and states that "for purposes of compliance with the California Environmental Quality Act, the Office of Criminal Justice Planning is the lead agency (for the proposed Los Angeles Regional Forensic Science Crime Laboratory), and the trustees, acting through the California State University at Los Angeles, and the Los Angeles Regional Crime Laboratory Facility Authority are responsible agencies". This change is reflected in Section 1.0 of the document.

Because the Draft IS/MND was submitted to the State Clearinghouse and was sent to the required State and Trustee agencies for a 30-day public review period, the change in the designated Lead Agency to the Office of Criminal Justice Planning (OCJP) is considered insignificant. According to the CEQA Guidelines, Section 15073.5(c), recirculation of the document is not required under the following circumstances:

"(4) New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration."

As Lead Agency, the OCJP will ensure compliance with the requirements of CEQA. The OCJP will also adopt the Mitigated Negative Declaration for the project and will file the Notice of Determination with the State Clearinghouse. Upon completion of the environmental review process, the OCJP will have to certify to the State Public Works Board (PWB) that the CEQA requirements have been met, including successful completion of the litigation period for the project, and shall provide corroborating evidence (such as a date-stamped Notice of Determination).

SECTION 1: INTRODUCTION

1.1 INTRODUCTION

This Initial Study evaluates and identifies the potential environmental impacts that may result from construction of the proposed Los Angeles Regional Forensic Science Crime Laboratory, which would be located on the California State University, Los Angeles (Cal State LA) campus at 5151 State University Drive in the City of Los Angeles. The proposed crime laboratory would be located in the southwest corner of the Cal State LA campus, within Parking Lot A. The proposed facility would house the Los Angeles Police Department's and Los Angeles County Sheriff's Department's Forensic Crime Laboratory, as well as science laboratories and classroom facilities for Cal State LA.

~~The Los Angeles County Sheriff's Department~~ State of California Office of Criminal Justice and Planning (OCJP) is serving as the *Lead Agency* for the project. The Government Code, Section 14669.21(b) identifies that "for the purposes of compliance with CEQA, the Office of Criminal Justice Planning is the lead agency, and the trustees, acting through California State University at Los Angeles, and the Los Angeles Regional Crime Laboratory Facility Authority are responsible agencies". Section 21067 of the California Environmental Quality Act (CEQA) defines a Lead Agency as the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect on the environment. As the Lead Agency, the OCJP will be responsible for carrying out the State mandates associated with construction of the Los Angeles Regional Forensic Science Crime Laboratory, including the approval of the project, procurement of funds, and approval of contracts and leases for the use, maintenance, and operation of the facility. As the Lead Agency, the Los Angeles County Sheriff's Department has the authority to oversee and approve the environmental review process, as well as the design and construction of the proposed crime laboratory.

1.2 PURPOSE OF THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

As part of the environmental review process for the proposed Los Angeles Regional Forensic Science Crime Laboratory project, the Los Angeles County Sheriff's Department has authorized the preparation of this Initial Study. The Initial Study provides a basis for understanding whether there are environmental impacts associated with the proposed project and, if environmental impacts are likely to occur, if such impacts could be significant. The purposes of this Initial Study, as stated in Section 15063 of the CEQA Guidelines, are as follows:

- To provide the ~~Lead Agency as Los Angeles County Sheriff's Department~~ with information to use as the basis for deciding whether to prepare an environmental impact report or negative declaration for the proposed Los Angeles Regional Forensic Science Crime Laboratory;
- To enable the ~~Lead Agency as Los Angeles County Sheriff's Department~~ to modify the project, reducing or eliminating any adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a negative declaration;

- To assist in the preparation of an EIR, if one is required, by focusing the EIR on the effects determined to be significant; identifying effects determined not to be significant; and explaining reasons for determining that potentially significant effects would not be significant;
- To identify whether a program EIR, tiering, or another appropriate process can be used for the analysis of the project's environmental effects;
- To facilitate the environmental review of the project early in its design;
- To provide documentation for findings in a negative declaration that the project would not have a significant effect on the environment;
- To eliminate unnecessary environmental impact reports; and
- To determine whether a previously prepared EIR can be used for the project.

Based on the findings of the Initial Study, the ~~County Sheriff's Department~~ Lead Agency would then determine the subsequent environmental review needed for the project, which may take the form of a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR).

According to Section 21064 of CEQA Guidelines, a Negative Declaration is a statement that describes the reasons why the proposed project would not have a significant effect on the environment. The Negative Declaration signifies that the project would not require additional environmental analysis in the form of an EIR.

1.3 SUMMARY OF FINDINGS

Based on the findings of the preliminary environmental analysis in Section 3.0 of this Initial Study, the ~~Los Angeles County Sheriff's Department~~ State Office of Criminal Justice Planning has determined that a Mitigated Negative Declaration would be the appropriate environmental document for the Los Angeles Regional Forensic Science Crime Laboratory project. The proposed Los Angeles Regional Forensic Science Crime Laboratory project would result in significant environmental effects on air quality, noise, and traffic. Mitigation measures have been incorporated into the project design to ensure that the proposal would not have a significant impact on the environment. Accordingly, the Lead Agency has determined that the project would not have an adverse impact on the environment after mitigation and that no additional environmental analysis is warranted. The ~~County of Los Angeles~~ OCJP would consider adoption of a Mitigated Negative Declaration for the proposed project.

Air Quality

In order to mitigate the significant adverse construction emissions that would be generated by the proposed project, the following mitigation measures will be implemented as part of the project:

For Dust Control:

-
- Use enhanced dust control measures. The menu of enhanced dust control measures includes the following:
 - Water all active construction areas at least twice daily.
 - Cover all haul trucks or maintain at least two feet of freeboard.
 - Pave or apply water four times daily to all unpaved parking or staging areas.
 - Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
 - Cover or water twice daily any on-site stockpiles of debris, dirt, or other dusty material.
 - Suspend all operations on any unpaved surface if winds exceed 25 mph.
 - Hydroseed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.

For Construction Equipment Emissions:

- Require 90-day low-NO_x tune-ups for off-road equipment.
- Limit allowable idling to 10 minutes for trucks and heavy equipment.

For Off-Site Emissions:

- Encourage car pooling for construction workers.
- Limit lane closures to off-peak travel periods.
- Park construction vehicles off traveled roadways.
- Wet down or cover dirt hauled off-site.
- Wash or sweep access points daily.
- Encourage receipt of materials during non-peak traffic hours.
- Sandbag construction sites for erosion control.

Noise

In order to mitigate the significant adverse noise impacts that would be generated by the proposed project, the following mitigation measures will be implemented as part of the project:

- Construction activities should be limited to the hours of 7 a.m. to 7 p.m. on weekdays during times when non-project activities throughout the area will mask any local project noise impacts.
- Site contractors shall use the quietest equipment available and any stationary on-site sources such as generators or compressors shall be located in areas where they least impact ongoing noise-sensitive activities such as the adjacent elementary school/diagnostic center.
- All on-site construction equipment shall have properly operating mufflers.
- Existing traffic noise shall be reduced by providing adequate structural noise attenuation on the southern side of the proposed facility. A minimum noise level reduction (NLR) of 23 dB shall be incorporated into structural design. Once a final building envelope is selected, certification that a minimum NLR of 23 dB will be achieved shall be prepared. A 23-dB reduction is expected to be

achieved with standard design practice as long as the windows on the southern side of the building can remain in the closed position through provision of supplemental ventilation.

- On-site utility equipment (HVAC system) and mechanical systems such as elevator motors shall comply with all applicable building code noise abatement requirements, and shall be located either in the shielded service area or at roof level so as to minimize noise perception at any adjacent noise sensitive campus uses.

Traffic

In order to mitigate the significant adverse impacts in terms of traffic that would be generated by the proposed project, the following mitigation measure will be implemented as part of the project:

- At the east leg of the Eastern Avenue/Ramona Boulevard intersection, the existing westbound shared through/right turn lane shall be restriped as an exclusive right-turn lane.

SECTION 2: PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND ENVIRONMENTAL SETTING

Project Background

The proposed Los Angeles Regional Forensic Science Crime Laboratory would be located within Parking Lot A of Cal State LA, which is located at 5151 State University Drive in the City of Los Angeles. The site is situated approximately two miles east of downtown Los Angeles, north of the San Bernardino Freeway (I-10) at the intersection of Eastern Avenue and State University Drive. Figure 2-1, *Regional Map*, provides a regional location map of the project area including the adjacent freeway system. Parking Lot A is located in the southwest corner of the Cal State LA campus.

The County Sheriff's Department has crime laboratories on Beverly Boulevard in LA and in Downey. These facilities are small and outdated. The Los Angeles Police Department crime laboratory is embedded within the large Los Angeles Piper Technical Center near Downtown LA. Due to paid advances in technology and increasing demand for forensic science analysis, the County Sheriff's Department, the Los Angeles Police Department and Cal State LA have entered into a cooperative agreement ~~of to~~ to develop a state-of-the-art crime laboratory.

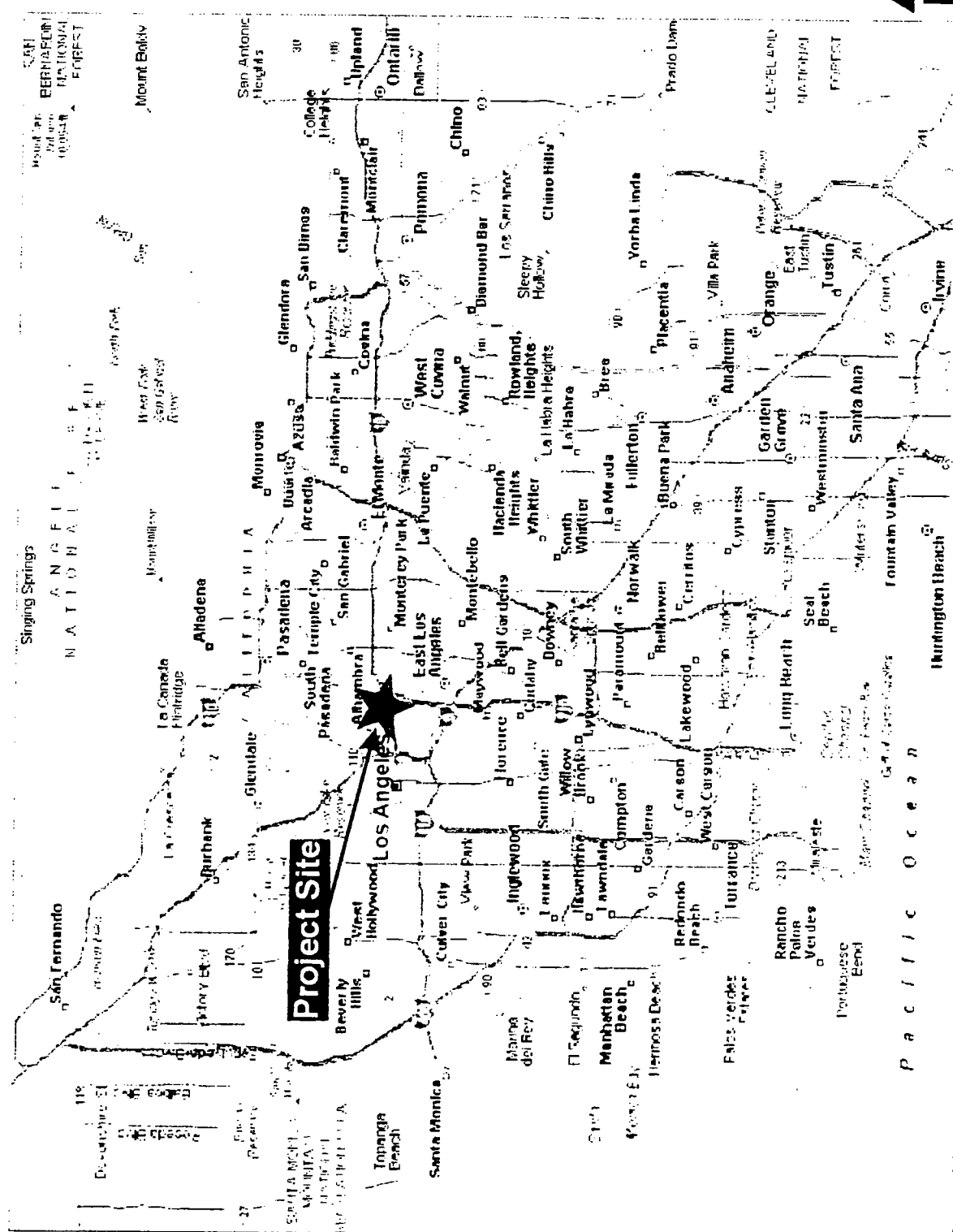
The proposed Los Angeles Regional Forensic Science Crime Laboratory project is a cooperative effort between the Los Angeles County Sheriff's Department, the Los Angeles City Police Department, and Cal State LA, which collectively form the Joint Powers Authority. The proposed facility would house the Los Angeles Police Department's and Los Angeles County Sheriff's Department's Forensic Crime Laboratory, as well as science laboratories and classroom facilities for Cal State LA.

Regional Setting

The proposed Los Angeles Regional Forensic Science Crime Laboratory would be located within the northeast section of the City of Los Angeles in the County of Los Angeles. Los Angeles County is home to approximately 29 percent of California's residents. Covering an area of 4,083 square miles, the County is made up of 88 incorporated cities and several unincorporated communities. The County had a population growth of 11.5 percent from its 1990 population of 8,863,052 residents to the estimated 2000 population of 9,884,300 residents. The 2002 population of the County is estimated at 9,824,800 residents.

The City of Los Angeles has a land area of 469.3 square miles, and is one of the largest urban centers in the United States. The 1990 Census reported that the City of Los Angeles had a population of 3,485,557 persons. As reported by the 2000 Census, the City's population grew by approximately six percent between 1990 and 2000 to 3,694,820 persons and has a population density of 7,873 persons per square mile. As projected by the City, the population of the City of Los Angeles will be 4,306,500 in 2010.

The project site is located within the Northeast Los Angeles Community Planning Area of the City of Los Angeles. This area serves as a transition between downtown Los Angeles and neighboring cities. The Northeast Los Angeles planning area is bounded by other City of Los Angeles communities, including Hollywood, Silver Lake, Central City to the west, and Boyle Heights to the south.



Source: Microsoft Expedia Streets & Trips 2000

Figure 2-1
REGIONAL MAP

The City of Monterey Park and the unincorporated Los Angeles County community of City Terrace also border the Northeast Los Angeles Community Planning Area to the south. The cities of Glendale, Pasadena, South Pasadena, and Alhambra border the Northeastern Los Angeles planning area to the north and east. As shown by Figure 2-2, *Vicinity Map*, the San Bernardino Freeway (I-10) extends across the southern limit of the area, while the Pasadena Freeway (SR-110) bisects it in an east-west direction, and the Ventura Freeway (SR-210) extends across the northern limit of the community. The Golden State (I-5), Glendale (SR-3), and Long Beach (I-710) Freeways also traverse through Northeastern Los Angeles. The project site for the Los Angeles Regional Forensic Science Crime Laboratory is located in the southeast corner of the Northeast Los Angeles Community Planning Area.

The Northeast Los Angeles Community Planning Area within the City of Los Angeles is approximately 23.4 square miles in size. According to 1999 estimates by the City of Los Angeles, the population of the Northeast Los Angeles Planning Area is approximately 250,000 persons. As projected by the City, the populations of the Northeast Los Angeles Planning Area will be 298,084 in 2010.

The Northeast Los Angeles area is largely developed with residential communities. Local commercial areas are also located in the area, as are some industrial uses concentrated near the Los Angeles River. Major recreational resources of the Los Angeles metropolitan area exist within the vicinity of the proposed project. For instance, Eastlake Park, the Los Angeles Zoo, Lincoln Park, Montecito Hills Regional Park and Forest Lawn Memorial Park are all located within the vicinity of the project site. Commercial uses in the area are concentrated along Mission Road, Riverside Drive, Figueroa Street, Eagle Rock Boulevard, York Boulevard, Broadway Boulevard, and Colorado Boulevard, and within neighborhood and community commercial centers. Industrial uses are located in the southwestern portion of the community and along San Fernando Road.

The County of Los Angeles has a number of public facilities and services within the immediate vicinity of the project site for the proposed Los Angeles Regional Forensic Science Crime Laboratory. Headquarters for the County of Los Angeles Fire Department are located at 1320 North Eastern Avenue in the unincorporated County of Los Angeles, which is approximately 0.5 mile south of the proposed site. The County of Los Angeles Sheriff's Department Headquarters is situated near project site at 4200 Ramona Boulevard, which is approximately 0.4 mile southeast of the proposed project site.

Cal State LA, established in 1947, is located in the southeastern corner of the Northeast Los Angeles Community Planning Area. The University occupies 173 acres, and predominantly serves students in the Greater Los Angeles Basin. The University's 2002 student population is approximately 20,000 people. Due to the ethnic and cultural diversity of its student body, the United States Department of Education has designated Cal State LA as a Title III eligible institution. Additionally, Cal State LA has operated as the first Charter College of Education in the nation since 1993. The Charter College of Education programs reflect concern with the problems and challenges of urban education with particular emphasis on linguistic and cultural diversity. Facilities within the Cal State LA campus are shown in Figure 2-3, *Campus Map*.

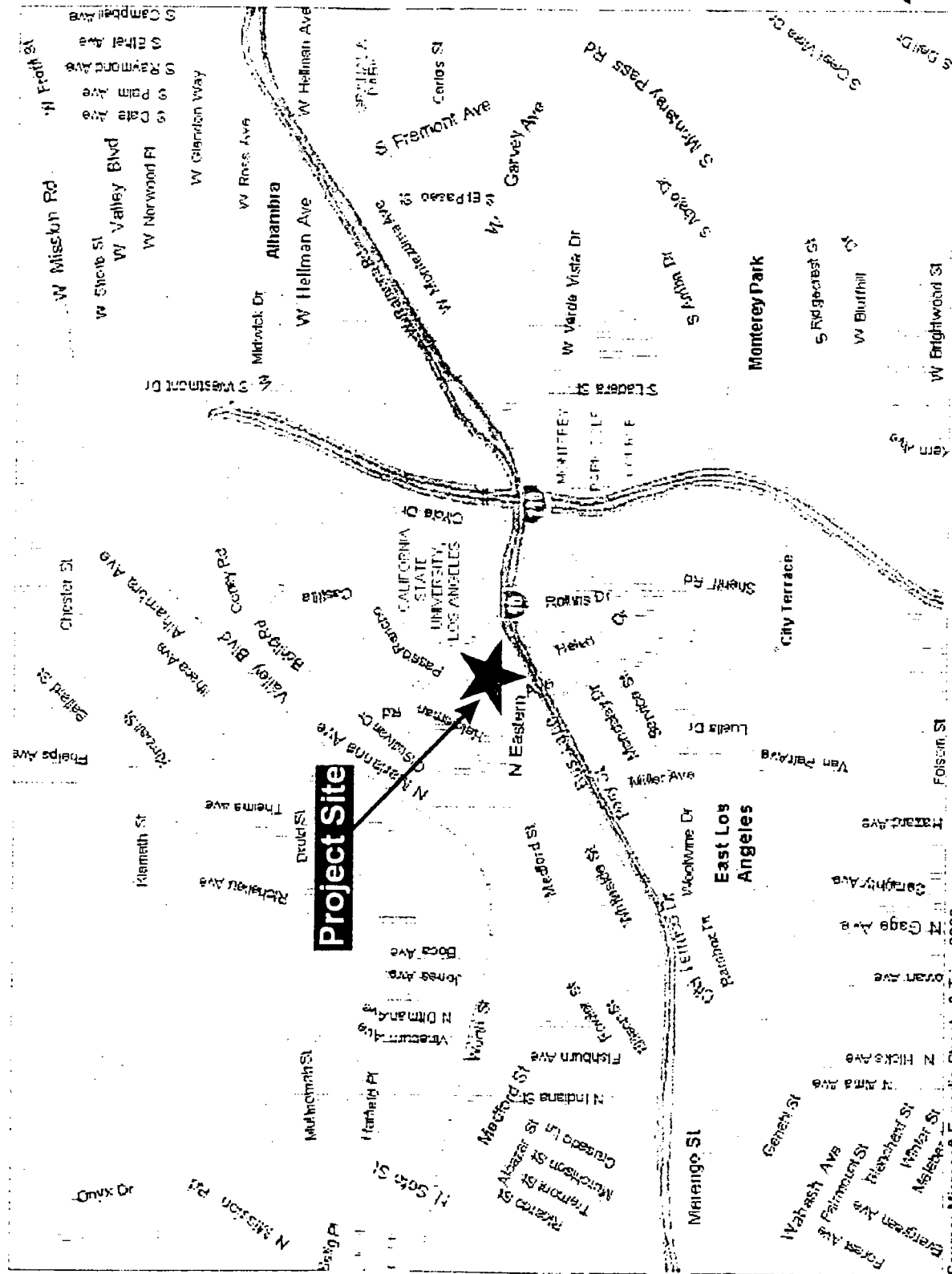


Figure 2-2
VICINITY MAP

Land uses surrounding the University consist of a single family residential community to the west, the San Bernardino Freeway (I-10) to the south, the Long Beach Freeway (I-710) to the east, and primarily single and multiple family residential uses to the north. Some commercial uses are also located north of Cal State LA. Open space land uses are located adjacent to the northeast corner of the campus. Single family residential communities are located south of I-10 and east of I-710.

The Metrolink Commuter Rail System provides public transportation throughout the Los Angeles region. The system's San Bernardino Line provides public transportation service to Cal State LA, with a station near the intersection of Campus Road and State University Drive.

Project Site and Surrounding Development

The project site is located in the northeast corner of the intersection of State University Drive and Paseo Rancho Castilla in Los Angeles, California, in an existing parking lot located on the Cal State LA campus.

Parking Lot A of the Cal State LA campus is situated on a 6.5-acre parcel located in the northeast corner of the intersection of State University Drive and Paseo Rancho Castilla. As shown by Figure 2-2, Paseo Rancho Castilla becomes Eastern Avenue south of State University Drive. The western and northwestern boundaries of Parking Lot A are formed by Paseo Rancho Castilla. A low-density residential neighborhood is located west and northwest of the site. The site is bounded to the northeast by Campus Road and Parking Lot C. On the eastern side, the site is bordered by the California Department of Education Diagnostic Center of Southern California, a state-run facility that assesses the needs of special education students. This structure is two stories high. On the south side, the site is bounded by State University Drive. The San Bernardino Freeway (I-10) is located immediately south of State University Drive, approximately 300 feet from the project site.

Parking Lot A has a relatively flat slope with on-site elevations at approximately 450 feet above mean sea level. The site is at a higher elevation than State University Drive and the San Bernardino Freeway (I-10). Landscaped setback areas approximately five feet wide separate the parking lot from the surrounding streets, and on the east side a sloping landscaped area separates the parking lot from the adjacent Diagnostic Center.

Access to Parking Lot A is provided by two driveways from Paseo Rancho Castilla. Paseo Rancho Castilla merges with Eastern Drive at its intersection with State University Drive. The San Bernardino Freeway (I-10) is accessible from Eastern Drive. Pedestrian access to the site is available from sidewalks along Paseo Rancho Castilla and State University Drive, and by a crosswalk across Campus Road from Parking Lot C.

Parking Lot A provides approximately 875 parking spaces for Cal State LA students, faculty, and visitors. The lot is located in the southwest corner of the main campus, away from the main buildings at the university. Pay parking is available in the lot on a daily or quarterly basis. Several self-serve solar-paneled kiosks that dispense parking passes are located in the northern portion of the lot. Telephones for emergency use are also found within the parking lot. Overhead streetlights are located at regular intervals throughout Parking Lot A, providing a well-lit area. Trash receptacles are also

provided at regular intervals throughout the parking lot. Landscaped medians are located within the lot as well, including trees and other landscaping materials. This parking lot serves as overflow parking for the University and is often the last option for students, faculty, and visitors due to its distance from the main buildings on campus. Vehicles generally park at the northern and middle section of this lot. The southern section of Parking Lot A is seldom used. Two temporary storage structures, approximately 25 feet in length, 10 feet in height, and 10 feet in width, are located in the mid-to-southern portion of Parking Lot A. Visitors and employees to the adjacent Diagnostic Center of Southern California use a separate parking lot that is accessible from a driveway off State University Drive (the same driveway used to access the Diagnostic Center), and provides approximately 20 parking spaces for their use.

The single-family residential community of University Hills is located to the west and northwest of the site. The rear yards of homes located along Lansdowne Avenue within University Hills face the project site. Fencing and sparse vegetation form a narrow buffer between the homes and Paseo Rancho Castilla.

Regional access to the project site is readily available through the San Bernardino Freeway (I-10) and the Long Beach Freeway (I-710). Two driveways provide access into the existing parking lot from Paseo Rancho Castilla. The site is located 300 feet north of the Eastern Avenue access to the I-10 and about 0.35 mile from the I-710 Freeway.

2.2 DESCRIPTION OF THE PROPOSED PROJECT

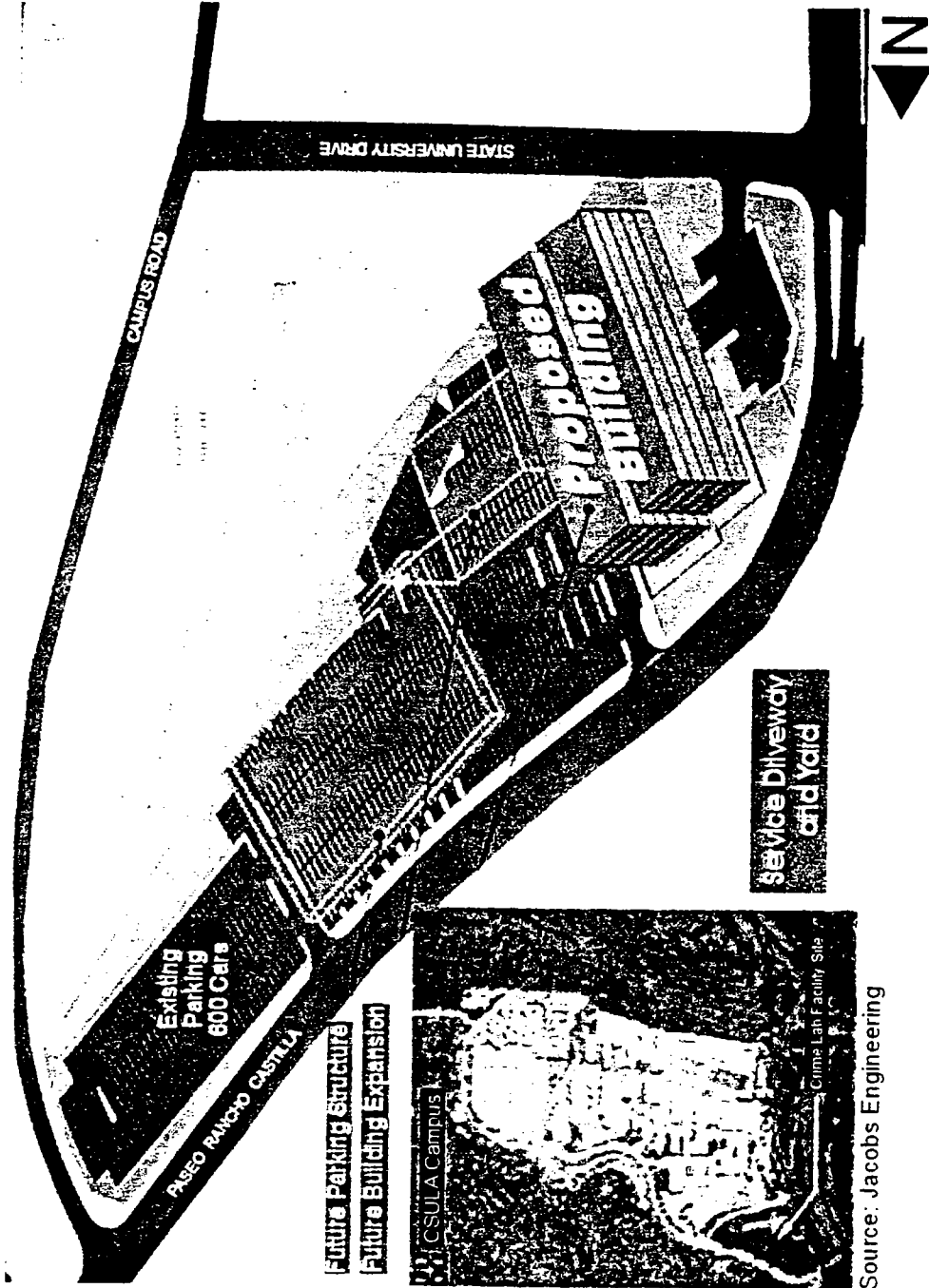
Physical Characteristics

The Joint Powers Authority for the proposed crime lab, including the Los Angeles County Sheriff's Department, is proposing construction of a 200,000-square-foot forensic science crime laboratory over Parking Lot A. Figure 2-4, *Preliminary Site Plan*, shows the location and site plan for the project.

The building would be five stories tall plus a penthouse – totaling approximately 100 feet in height. When complete, approximately 363 employees would occupy the building, as well as 322 students. It would be located at the southern section of Parking Lot A, occupying approximately 13 percent or 0.83 acres of the parking lot.

The proposed structure would be oriented northwest-to-southwest, with the main entry at the northeastern façade and the service entry at the southwestern façade. The structure would be designed as two attached rectangular boxes, with a slight offset. A penthouse would be provided for the northeastern section, but not for the southwestern section.

Walkways would be provided around the building, as well as landscaping within setback areas along Paseo Rancho Castilla and State University Drive. A service driveway and yard would be provided at the rear of the structure (northeast corner of the Paseo Rancho Castilla and State University Drive intersection), with access to State University Drive. This service yard would accommodate 14 vehicles and would provide loading areas for the laboratory.



Source: Jacobs Engineering

Figure 2-4
PRELIMINARY SITE PLAN

The two temporary storage facilities currently located in Parking Lot A would be removed from the site. Their contents would be properly discarded or stored in a location away from the project site. The two existing driveways along Paseo Rancho Castilla would be retained, with one located immediately north of the proposed crime lab building and the other located 390 feet south of Campus Road. The parking area at the central section of Parking Lot A and northeast of the crime lab would be restriped to accommodate 401 vehicles. With the project, a total of 602 parking spaces would be available at Parking Lot A.

Construction of the project would take approximately 18 months and is scheduled to begin in September 2003 and end in February 2005. Construction would involve removal of existing asphalt and medians for regrading of the site and removal of existing trees. The proposed laboratory and associated parking facility would be located over an existing asphalt parking lot that currently provides parking for approximately 875 vehicles. The project would remove approximately 282 of the existing parking spaces and relocate nine spaces, resulting in removal of a total of 273 parking spaces in Parking Lot A.

Joint use by law enforcement and educational users is planned for the facility. The proposed crime laboratory facility would provide specialized laboratories, support areas, and offices for the Los Angeles County Sheriff's Department and the Los Angeles Police Department. Forensic analyses would be performed at the site, and physical evidence would be preserved. Examinations of physical evidence at the facility would range from analysis of blood and other biological materials to explosives, drugs, and firearms. Analyses such as latent fingerprint identification, DNA analysis, hair and fiber examination, firearm and toolmark identification, document examination, shoe prints and tire treads analysis, and artist sketching would be performed at the proposed facility.

The facility would also provide educational opportunities. Classrooms for instruction in studies related to forensic science would be provided within the proposed crime laboratory. The facility would also be home to the Cal State LA Criminal Justice Department, including the university's graduate program in Criminalistics. Internships and other opportunities for experience in applied science in cooperation with the police and sheriffs would be available for Cal State LA students. The facility would also provide continuing education programs for police and forensic scientists from the Western United States. According to the Cal State LA Master Plan, the university facilities would include three lecture rooms, three criminalistic laboratories, one DNA laboratory, research areas, seminar rooms, conference rooms, and offices.

Building operations would occur primarily between the hours of 6:00 AM and 5:00 PM Monday through Friday. However, 20 percent of the time, operations would occur between 5:00 PM and 11:00 PM Monday through Friday. Occasionally, work would occur after 11:00 PM or on weekends.

A future expansion of the facility is planned to be located northeast of the proposed crime laboratory. In addition, a parking structure would be provided at the central section of Parking Lot A, north of the proposed crime laboratory. The parking structure would provide the necessary parking spaces for the facility expansion, as well as replacement for the spaces lost by construction over existing parking spaces. However, this facility expansion and parking structure are not evaluated in this Initial Study and would be subject to separate environmental review.

2.3 OBJECTIVES OF THE PROJECT

The County of Los Angeles Sheriff's Department seeks to accomplish the following objectives with the proposed Los Angeles Regional Forensic Science Crime Laboratory project:

- To create a world-class facility for scientific forensic analysis;
- To provide a crime lab for joint use by law enforcement and educational users;
- To provide Cal State LA with modern facilities for the Criminal Justice Department; and
- To maintain adequate parking facilities at Cal State LA.

2.4 DISCRETIONARY ACTIONS

A discretionary decision is an action taken by a government agency that calls for the exercise of judgement in deciding whether to approve a project. For this project the government agency is the ~~County of Los Angeles Sheriff's Department~~ State of California Office of Criminal Justice and Planning (OCJP). The Los Angeles Regional Forensic Science Crime Laboratory project would require the following specific discretionary approvals by the OCJP:

- Approval of the project
- Procurement of funding
- Approval of contracts and leases for the use, maintenance, and operation of the facility

In addition, the Los Angeles Regional Forensic Science Crime Laboratory project would require the following specific discretionary approvals by the County of Los Angeles Sheriff's Department:

- Approval of project plans by the Joint Powers Authority
- Approval of project site use by Board of Trustees of the California State University, Los Angeles

~~= Approval by City of Los Angeles~~

SECTION 3: ENVIRONMENTAL ANALYSIS

The proposed Los Angeles Regional Forensic Science Crime Laboratory would be located in Parking Lot A of Cal State LA, which is located at 5151 State University Drive in the City of Los Angeles. The project site is located approximately two miles east of downtown Los Angeles on the north side of the I-10 Freeway at the intersection of Paseo Rancho Castilla and State University Drive. Parking Lot A is located in the southwest corner of the Cal State LA campus.

The proposed project would include construction of a Forensic Science Crime Laboratory for the Los Angeles Police Department and Los Angeles County Sheriff's Department. The facility would provide laboratory space, support offices, educational and training facilities, storage, and areas for the Cal State LA's Department of Criminal Justice.

This section of the Initial Study evaluates the potential environmental impacts of the proposed Los Angeles Regional Forensic Science Crime Laboratory project and provides explanations of the responses to the Environmental Checklist found in Appendix A of this document.

The Environmental Checklist is based on Appendix G of the CEQA Guidelines. Appendix G of the CEQA Guidelines provides a list of checklist questions that correspond directly to the legal standards for preparing Environmental Impact Reports (EIRs), Negative Declarations, and Mitigated Negative Declarations (MNDs). The environmental issues evaluated in this Initial Study include the following:

- | | |
|-----------------------------------|---------------------------------|
| ▪ Aesthetics | ▪ Land Use and Planning |
| ▪ Agriculture Resources | ▪ Mineral Resources |
| ▪ Air Quality | ▪ Noise |
| ▪ Biological Resources | ▪ Population and Housing |
| ▪ Cultural Resources | ▪ Public Services |
| ▪ Geology and Soils | ▪ Recreation |
| ▪ Hazards and Hazardous Materials | ▪ Transportation/ Traffic |
| ▪ Hydrology and Water Quality | ▪ Utilities and Service Systems |

The environmental analysis in this section is patterned after the questions in the Environmental Checklist. Under each issue area, a general discussion of the existing conditions is provided. The Environmental Checklist questions are then stated and an answer is provided according to the environmental analysis of the project's impacts. To each question, there are four possible responses:

- **No Impact.** The proposed project will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The proposed project will have the potential for impacting the environment, although this impact will be below thresholds that may be considered significant.
- **Less Than Significant Impact with Mitigation.** The proposed project will have potentially significant adverse impacts which may exceed established thresholds, although mitigation measures or changes to the project's physical or operational characteristics will reduce these impacts to a level that is less than significant. Measures that may reduce potentially significant impacts are identified.

- **Potentially Significant Impact.** The proposed project will have impacts that are considered significant and additional analysis is required to identify mitigation measures that could reduce these impacts to insignificant levels. When an impact is determined to be potentially significant in the preliminary analysis, the environmental issue will be subject to detailed analysis in an environmental impact report (EIR).

The references and sources used for the analysis are also identified after each response.

3.1 AESTHETICS

The project site is a 6.5-acre parking lot located in the northeast corner of the intersection of State University Drive and Paseo Rancho Castilla in Los Angeles, California. The site is presently designated as Parking Lot A of the Cal State LA campus, and provides approximately 875 parking spaces for the University. The lot is located in the southwest corner of the main campus, away from the main buildings on the campus. Several self-serve solar-paneled kiosks that dispense parking passes are located in the northern portion of the lot. Telephones for emergency use are located within the parking lot. Overhead lights are located at regular intervals throughout Parking Lot A, providing a well-lit area. Streetlights are also located along Paseo Rancho Castilla. Trash receptacles are provided at regular intervals throughout the parking lot. Landscaped medians are located within the lot as well, including trees and other landscaping materials. A crosswalk across Campus Road between Parking Lot A and Parking Lot C provides a pedestrian passage to the main campus. Sidewalks are located along Paseo Rancho Castilla and State University Drive. Streetscape along those roads includes vertical curbs, gutters, and landscaping along the sidewalks. The site is bounded to the west by a residential neighborhood, to the south by State University Drive and the I-10 Freeway, and to the east by a two-story building occupied by the Diagnostic Center of Southern California. Beyond this building is Campus Drive and east of Campus Drive is Parking Lot C.

The residential community of University Hills is located to the west and northwest of the site. Residences in this community consist of single-family homes located approximately 5 to 10 feet above the road grade and 10 to 15 feet from the roadway. The rear yards of homes located along Lansdowne Avenue within University Hills face the project site. The yards abutting Paseo Rancho feature chain-link fencing, through which the existing parking lot is visible, although some lots have block walls. Vegetation planted between the residential fencing and Paseo Rancho Castilla forms a buffer between the residential yards and the road, and the nearby project site. Existing vegetation partially shields the homes from views of the project site, though some residential yards are visible from the project site and Paseo Rancho Castilla.

The Diagnostic Center is located adjacent to the east side of the project site. In the southern portion of Parking Lot A, a steep vegetated slope ranging from five to 20 feet in height separates the Diagnostic Center from the existing parking lot. Chain-link fencing is located at the top of the slope, near the Diagnostic Center. In the northern part of the parking lot, the slope flattens. At this location, an outdoor playground that is part of the Diagnostic Center is separated from the parking lot by twelve-foot tall chain-link fencing, landscaped vegetation along the parking lot side of the fence, and a short

sidewalk that provides passage from the parking lot to the main campus. The Diagnostic Center has views of the project site, although its orientation, existing vegetation, and differences in elevation between the center and the project site makes the project site less visible.

(Sources: Site Survey and Project Location Map)

A. Would the project have a substantial adverse effect on a scenic vista?

No Impact. The project involves construction of crime laboratory on a site that is presently developed with a parking lot. The project site is located in an urban area and is adjacent to land developed with a mix of residential and public facility uses. No scenic vistas are located at the project site. Views of the project site from the adjacent Diagnostic Center are partially shielded by vegetation, differences in elevation, and the orientation of the center. Views of the project site from the rest of the Cal State LA campus to the northeast are obstructed by a steep slope. From the south and west, the site can be viewed by motorists traveling along the State University Drive and Paseo Rancho Castilla.

Existing homes at University Hills and City Terrace (south of the I-10 Freeway) have partial views of the parking lot and onsite trees. Construction of the five-story crime laboratory structure would result in the removal of asphalt paving at the southern section of Parking Lots A, as well as introduction of a 100-foot high building in the area. Public views along the site would change to a built up environment and obstruction of views of the Diagnostic Center and adjacent developments.

Residents at University Hills and City Terrace would have overlooking views of the proposed structure as it rises above the canopy of trees at the Cal State LA campus. The height of the existing Diagnostic Center, in combination with its higher elevation than the proposed structure, would be comparable to the height of the proposed crime lab. The orientation of the University Hills residential community, with homes facing away from the project site, would minimize the residents' views of the proposed structure. Existing vegetation within setbacks along Paseo Rancho Castilla would also screen their view of the crime lab. Due to the facility's comparable height and relatively close proximity to other Cal State LA facilities, the crime lab is not expected adversely affect views to the site from the City Terrace community.

The proposed crime lab is not expected to be visible from the I-710 Freeway. Views from the I-10 Freeway would change, as portions of the 100-foot high structure may be visible. The I-10 Freeway is located at a lower elevation than the project site. The on-site elevation is approximately 450 feet above mean sea level and the elevation of the travel lanes on the I-10 Freeway is approximately 400 feet above mean sea level. The site is also setback from the freeway by approximately 300 feet (due to the on and off-ramps and State University Drive). Drivers and passengers of vehicles on the freeway have limited view of the site, consisting mainly of the trees that currently line the southern boundary of the site along State University Drive.

With construction of the approximately 100-foot high facility, views of the site from freeway vehicles would change from the existing partial view of trees to partial views of the proposed facility. The Eastern Avenue and Campus Road bridges over I-10 are expected to at least partially block views of the facility from the freeway. Due to the transitory view of the site from passing vehicles on the freeway, this change in views is not considered significant or adverse.

Since neither the site nor the Cal State LA campus ~~do not~~ represent scenic vistas in the area, the proposed crime lab would not result in any adverse impact to a scenic vista. Existing vegetation partially shields nearby residences from views of the project site. No scenic vistas have been identified at the site or in adjacent areas.

(Sources: Northeast Los Angeles Community Plan and Site Survey)

B. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The site of the proposed laboratory is currently an asphalt surface parking lot. The site does not contain any scenic resources. There are no scenic trees, rock outcroppings or historic buildings on the site. No state-designated scenic routes are located near the project area, the segments of the I-10 and I-710 Freeways near the site are not considered scenic resources. Therefore, construction of the proposed crime lab would not result in any impact on scenic resources or scenic highways.

(Sources: Northeast Los Angeles Community Plan, Site Survey, and California's Scenic Routes)

C. Would the project substantially degrade the existing visual character or quality of the site and its surroundings?

Less than Significant Impact. The proposed project would include construction of a laboratory facility over an existing parking lot. The proposed facility would be 5 stories tall and would have 200,000 square feet of floor area. The proposed building would be designed and constructed with an architectural character that is consistent with other Cal State LA structures. It would therefore not result in substantial degradation of the existing visual character of the site or the Cal State LA campus.

(Sources: Site Survey and Preliminary Site Plan)

D. Would the project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Existing sources of light and glare along the project site include headlights from vehicles traveling along State University Drive, Paseo Rancho Castilla, Eastern Avenue, Campus Road, and the San Bernardino Freeway at nighttime, as well as existing street lights along Paseo Rancho Castilla and the overhead lights within the parking lot. Exterior lighting introduced around the proposed crime laboratory would be insignificant amid the other light sources in the area. Additionally, some overhead lights within the existing parking lot would be removed as part of the proposed project. The proposed crime lab may be in use during the evening and nighttime hours and interior and exterior lighting at the site would be visible to adjacent uses. The Cal State LA campus would be in use during the early evening hours, but light from the proposed facility would not affect the majority of the University facilities due to the distance of Parking Lot A from the main buildings on campus. The Diagnostic Center would not be in use during the evening and nighttime hours and would not be affected by light at the crime lab. Residents of University Hills would be separated from the site by Paseo Rancho Castilla and setback areas (total of approximately 40 feet). Residents of City Terrace would be 1,000 feet from the site and separated

by State University Drive, the I-10 Freeway, and Ramona Boulevard. Thus, lighting levels at the proposed crime lab would not adversely affect nearby residents. A less than significant impact is anticipated.

(Sources: Project Location Map, Preliminary Site Plan, and Site Survey)

3.2 AGRICULTURE RESOURCES

In the mid-nineteenth century, northeastern Los Angeles was developed with farms and orchards. However, very few agricultural uses currently remain in the region. The nearest land to the project site that is deemed significant farmland is located at Pierce College in Woodland Hills, which is approximately 30 miles northwest of the project site. No agricultural uses are present on site or in the project area. The California Department of Conservation's *Farmland Mapping and Monitoring Program* has designated northeastern Los Angeles as urban land. The project area is also designated as urban land and is not considered a prime farmland, unique farmland, or a farmland of statewide importance.

- A. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. No agricultural lands are located on the site or near the site. The site is designated as urban land and is not designated as farmland under the *Farmland Mapping and Monitoring Program* of the California Department of Conservation or the Northeast Los Angeles Community Plan. Thus, no impact on important farmlands would be affected by the proposed project.

(Sources: Northeast Los Angeles Community Plan, California Department of Conservation – California Farmland Mapping and Monitoring Program, and Site Survey)

- B. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No Impact. The project site is currently developed as a parking lot. The proposed laboratory facility would be located over an existing asphalt surface. No agricultural lands are found on or near the site. The site is zoned as Public Facility (PF-1) in the City of Los Angeles and there are no agricultural zones near the site. The proposed project would not affect agricultural resources in the City or County of Los Angeles. No impact on agricultural zones, resources, or operations in the region would result from the proposed project. There is no portion of the project site or adjacent properties that is under a Williamson Act contract.

(Sources: Northeast Los Angeles Community Plan, California Department of Conservation – California Farmland Mapping and Monitoring Program, and Site Survey)

developed at the Central Los Angeles monitoring station for the past 3 years are presented below in Table 3-1. As seen from Table 3-1, air quality standards have been exceeded in the Central Los Angeles air monitoring station area for particulate matter (PM-10) and ozone. This is consistent with the entire SCAB's classification as non-attainment for PM-10 and ozone.

TABLE 3-1
AMBIENT AIR QUALITY MONITORING DATA

| Pollutant Standards | 2000 | 1999 | 1998 |
|--|-------------|-------------|-------------|
| Carbon Monoxide (CO) | | | |
| Maximum 8-hour concentration (ppm) | 6.0 | 6.3 | 6.1 |
| Maximum 1-hour concentration (ppm) | 7 | 7 | 8 |
| No. of Days Standard Exceeded | | | |
| NAAQS (8-hour) ≥ 9.5 ppm | 0 | 0 | 0 |
| NAAQS (1-hour) > 35 ppm | 0 | 0 | 0 |
| CAAQS (8-hour) ≥ 9.0 ppm | 0 | 0 | 0 |
| CAAQS (1-hour) > 20 ppm | 0 | 0 | 0 |
| Nitrogen Dioxide (NO₂) | | | |
| Maximum 1-hour concentration (ppm) | 0.16 | 0.21 | 0.17 |
| No. Days Standard Exceeded | .0404 | 0.0391 | 0.0398 |
| Annual compared to Fed. Standard (average arithmetic mean) > 0.053 ppm | | | |
| CAAQS (1-hour) > 0.25 ppm | 0 | 0 | 0 |
| Particulate Matter (PM-10) | | | |
| Maximum 24-hour concentration ($\mu\text{g}/\text{m}^3$) | 80 | 88 | 80 |
| Average arithmetic mean conc. ($\mu\text{g}/\text{m}^3$) | 40.0 | 44.8 | 37.4 |
| Average geometric mean conc. ($\mu\text{g}/\text{m}^3$) | 37.0 | 42.1 | 34.2 |
| No. (%) samples exceeding standards | | | |
| NAAQS (24-hour) > 150 ($\mu\text{g}/\text{m}^3$) | 0 | 0 | 0 |
| CAAQS (24-hour) ≥ 50 ($\mu\text{g}/\text{m}^3$) | 25 | 33 | 16.9 |
| Ozone (O₃) | | | |
| Maximum 1-hour concentration (ppm) | 0.14 | 0.13 | 0.15 |
| No. Days Standards Exceeded | | | |
| NAAQS (1-hour) > 0.12 ppm | 1 | 1 | 5 |
| NAAQS (8-hour) > 0.08 ppm | 2 | 2 | 9 |
| CAAQS (1-hour) > 0.09 ppm | 8 | 13 | 17 |
| Sulfur Dioxide (SO₂) | | | |
| Maximum 1-hour concentration (ppm) | 0.08 | 0.05 | 0.14 |
| Maximum 24-hour concentration (ppm) | 0.01 | 0.01 | 0.01 |
| No. of Days Standard Exceeded | | | |
| Average compared to Federal Standard (annual arithmetic mean) > 0.03 ppm | .0009 | .0023 | 0.0008 |
| CAAQS (1-hour) > 0.25 ppm | 0 | 0 | 0 |
| Lead (Pb) | | | |
| Maximum quarter concentration ($\mu\text{g}/\text{m}^3$) | 0.05 | 0.07 | 0.04 |
| No. of Days Standard Exceeded | | | |
| NAAQS (quarterly average) > 1.5 $\mu\text{g}/\text{m}^3$ | 0 | 0 | 0 |
| | 0 | 0 | 0 |

| Pollutant Standards | 2000 | 1999 | 1998 |
|--|------|------|------|
| CAAQS (monthly average) $\geq 1.5 \mu\text{g}/\text{m}^3$ | | | |
| Sulfate | | | |
| Maximum 24-hour concentration ($\mu\text{g}/\text{m}^3$) | 16.4 | 17.9 | 10.6 |
| No. (%) Samples Exceeded | | | |
| CAAQS (24-hour) $\geq 25 \text{ g}/\text{m}^3$ | 0 | 0 | 0 |
| Source: SCAQMD Air Quality Summaries for the Central Los Angeles monitoring station. | | | |

The project site is an existing parking lot and does not generate any air pollutants. Sources of pollutants in the area include vehicles on area roadways and the nearby freeways, Metrolink trains, and on-site mechanical equipment at the University.

(Sources: Site Survey and Air Quality Impact Analysis)

A. Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The project site for the proposed Los Angeles Regional Forensic Crime Lab is located on the California State University Los Angeles Campus. This project is consistent with the California State University Los Angeles Master Plan, as outlined in the Master Plan Update and 5-year Program for 2001-2006 (dated October 2000). The campus master plan has been included in regional growth and traffic forecasts incorporated into the AQMP. To the extent that the proposed Forensic Crime Lab is consistent with the California State University Master Plan, traffic-related regional air quality impacts from project implementation will be less than significant, because the proposed project is a component of an adopted and already analyzed air quality attainment plan.

The AQMP contains a number of land use measures and goals that are considered air quality positive. These include intensification of land uses near points of multiple transportation system access, and mixed land uses to encourage non-vehicular mobility between homes, jobs, and goods/services. The proposed crime lab would be located in an areas near multiple transportation systems (I-10 and I-710 freeways, Eastern Avenue, Metrolink trains station) and mixed land uses (residential, commercial and educational uses). Thus, the proposed project clearly meets AQMP objectives.

The AQMP also encourages reduction of vehicle trips (VT) and vehicle miles traveled (VMT). Combining the laboratories with classrooms, offices and research areas would scale down both trips and miles traveled. Therefore, the project is consistent with air quality planning objectives.

The proposed crime lab would not conflict with or obstruct implementation of the AQMP.

B. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less than Significant Impact. Air quality impacts are considered significant if they cause clean air standards to be violated where they are currently met, or if they measurably contribute to an existing violation of standards. Any substantial emissions of air contaminants for which there is no safe exposure, or nuisance emissions such as dust or odors, would also be considered a significant impact.

Many pollutants require further chemical transformation before they reach their most harmful form. Impact quantification on a single- project basis is therefore not feasible. To overcome this difficulty, the SCAQMD has designated significant emissions levels as surrogates for evaluating impact significance independent of chemical transformation processes. Projects in the SCAB with daily emissions that exceed the emission thresholds recommended by the SCAQMD to be considered significant. These thresholds are provided in Table 3-2.

TABLE 3-2
SCAQMD EMISSIONS SIGNIFICANCE THRESHOLDS

| Pollutant | Construction | Operations |
|---|---------------------|-------------------|
| ROC | 75 | 55 |
| NO _x | 100 | 55 |
| CO | 550 | 550 |
| PM-10 | 150 | 150 |
| SO _x | 150 | 150 |
| Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev. | | |

These threshold levels have been used in analyzing the air quality impact of the proposed Los Angeles Regional Forensic Crime Lab facility.

Construction Emissions

Construction of the proposed crime lab would generate pollutant emissions from construction equipment, worker trips, and on-site activities. Fugitive dust will be created during excavation, grading and building assembly within the construction area. Much of this dust is comprised of large diameter material that rapidly settles back out of the air. A smaller portion of such dust is comprised of 10-micron or less particulate matter (PM-10) which remains suspended in the air semi-indefinitely. Construction activity PM-10 is mainly comprised of chemically inert soil particulates with very little of the material in the ultra-small diameter (2.5 microns or less, called PM-2.5) size range.

The main impact from construction dust is the soiling nuisance from off-site deposition of larger particles, and visibility effects of smaller particles. EPA indicates that the primary impact distance from large diameter construction dust is less than 100 feet. Thus, the majority of the dust soiling effects during construction will remain within the construction site.

The SCAQMD CEQA Handbook suggests a PM-10 emission rate of 26.4 pounds per acre under disturbance on any given day. Compliance with subsequent revisions to SCAQMD Rule 403 (Fugitive Dust) have reduced PM-10 emissions to around 10.2 pounds per acre per day with the required use of best

available control methods (BACMs) for fugitive dust. For a 2.3 acre maximum disturbance "footprint", estimated daily PM-10 emissions are as follows:

| | | |
|------------------------------|---|--------------|
| Standard dust control | - | 60.5 lbs/day |
| Enhanced dust control (BACM) | - | 23.5 lbs/day |

Daily PM-10 emissions will be substantially less than the SCAQMD significance threshold for PM-10 of 150 pounds per day. With enhanced dust control, PM-10 impacts from this project would decrease further to only over 20 percent of the SCAQMD threshold.

Building construction will require heavy equipment operations to prepare the ground, excavate for utilities and services, and perform building erection. The average commercial project in California requires 250,000 brake horse-power hours (BHP-HR) of equipment operations. For a 2.3-acre disturbance area, and 300 days of construction, the average daily construction equipment emissions are estimated in Table 3-3.

TABLE 3-3
CONSTRUCTION EMISSIONS

| Pollutant Threshold | Daily Emissions | Threshold | SCAQMD Percent |
|---|-----------------|-----------|----------------|
| CO | 3.6 | 550 | 0.7% |
| ROG | 1.1 | 75 | 1.5% |
| NO _x | 16.3 | 100 | 16.3% |
| SO _x | 1.2 | 150 | 0.8% |
| PM-10 | 0.6 | 150 | 0.4% |
| Source: SCAQMD CEQA Handbook (1993): Table A9-3-A 1,920 BHP-HR/day average daily equipment utilization. | | | |

As shown, daily equipment exhaust emissions are all well below significance threshold levels.

Operational Emissions

The proposed project would generate long term emissions from vehicle trips generated by land use intensification within the project area. The proposed project has an anticipated buildout of 2005. Mobile source emissions associated with project area growth were calculated using the California Air Resources Board URBEMIS7G computer model. Results of this analysis are shown in Table 3-4. Daily emissions for all categories of pollutants are well below the SCAQMD threshold.

TABLE 3-4
OPERATIONAL EMISSIONS (lbs/day)

| Scenario | ROG | NO _x | CO | PM-10 |
|---------------------------------------|------|-----------------|-------|-------|
| Project: Year = 2005 | 26.9 | 23.4 | 126.7 | 14.1 |
| SCAQMD Threshold | 55 | 55 | 550 | 150 |
| Source: URBEMIS7G for Windows (5.1.0) | | | | |

Minor amounts of vehicle-related air pollution emissions will be associated with the proposed project. SCAQMD thresholds of significance would not be exceeded. Asphalt paving emissions for parking areas, or landscape utility equipment or pesticides/herbicides used in landscape maintenance may generate direct emissions. These represent a very minor fraction of the total project burden.

Laboratories also discharge air from analytical facilities from fume hoods and building exhaust. The exhaust may contain smoke, fumes, mists, or other small amounts of air contaminants. Because such analysis is performed on very small scales, and because dispersion from rooftop releases will dilute already small emission levels to very minute public exposures, laboratory operations typically do not have any detectable off-site impacts.

No operational activity emissions will exceed any SCAQMD threshold requiring mitigation.

- C. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Less than Significant Impact. As provided in the analysis above, construction and vehicle emissions associated with the proposed crime lab would not exceed SCAQMD thresholds and would not be significant. Most mobile source pollutants create regional impacts after conversion of precursor emissions to their most unhealthful forms. Carbon monoxide (CO) is the one pollutant emitted in its already most unhealthful form. Congested intersections have often been found to be areas of highly localized violations of CO standards. These violations are called "hot spots".

To determine whether future traffic changes will create an adverse air quality impact, a microscale air quality analysis was performed for the traffic analysis grid around the project area. A Caltrans screening procedure based on the California line source roadway dispersion model CALINE4 was run for four traffic scenarios (existing, 2005 no project, 2005 with project, 2005 with project, with mitigation) to evaluate any impact potential due to changes in patterns of growth anticipated as part of the proposed project. The results of the microscale impact analysis are summarized in Table 3-5.

TABLE 3-5
MICROSCALE AIR QUALITY IMPACT ANALYSIS
(ONE-HOUR CO CONCENTRATIONS [PPM] AT 25 FEET FROM
ROADWAY EDGE; WITHOUT ANY BACKGROUND CONTRIBUTION)

| Intersection | AM | | | |
|--------------------------------------|----------|------------|--------------|------------------------------|
| | 2002 | 2005 | | |
| | Existing | No Project | With Project | With Project With Mitigation |
| Eastern-Paseo/State University Drive | 2.3 | 2.4 | 2.4 | 2.4 |
| Eastern Ave/I-10 EB On-Ramp | 1.7 | 1.4 | 1.5 | 1.5 |
| Eastern Ave/Ramona Blvd. | 3.2 | 3.3 | 3.1 | 3.1 |

| AM | | | | |
|--|----------------|----------------|--------------|------------------------------|
| Intersection | 2002 | 2005 | | |
| | Existing | No Project | With Project | With Project With Mitigation |
| Ramona Blvd./Campus Road | 1.1 | 0.9 | 0.9 | 0.9 |
| Ramona Blvd./I-710 SB On-Ramp | 1.3 | 1.1 | 1.1 | 1.1 |
| State University Dr./Campus Rd | 0.8 | 0.7 | 0.6 | 0.6 |
| Paseo Rancho Castilla Project Driveway | Does Not Exist | Does Not Exist | 1.3 | 1.3 |
| State University Dr. Driveway | Does Not Exist | Does Not Exist | 0.3 | 0.3 |
| PM | | | | |
| Intersection | 2002 | 2005 | | |
| | Existing | No Project | With Project | With Project With Mitigation |
| Eastern-Paseo/State University Drive | 3.1 | 2.0 | 2.7 | 2.7 |
| Eastern Ave/I-10 EB On-Ramp | 1.8 | 1.5 | 1.6 | 1.6 |
| Eastern Ave/Ramona Blvd. | 2.6 | 3.1 | 3.2 | 3.2 |
| Ramona Blvd./Campus Road | 2.1 | 1.8 | 1.8 | 1.8 |
| Ramona Blvd./I-710 SB On-Ramp | 1.1 | 0.9 | 1.2 | 1.2 |
| State University Dr./Campus Rd | 0.9 | 0.8 | 0.8 | 0.8 |
| Paseo Rancho Castilla Project Driveway | Does Not Exist | Does Not Exist | 0.4 | 0.4 |
| State University Dr. Driveway | Does Not Exist | Does Not Exist | 0.3 | 0.3 |
| Source: Giroux and Associates, 2002 | | | | |

Maximum hourly CO levels in downtown Los Angeles are currently around 7 ppm. It would take an additional local contribution of 13 ppm to equal or exceed the CO standard of 20 ppm. Maximum existing local CO levels are less than 4 ppm. Maximum local CO exposures in 2005 are calculated to also be less than 4 ppm. No existing or future CO "hot spots" are thus forecast to occur at any intersections near the project area from combined background (no project) plus project traffic. Microscale air quality impacts are thus individually and cumulatively less than significant.

Emissions from the laboratories conducting chemical or biological analyses will be vented to an exhaust system discharging from the roof. The exhaust stream will be released well above ground level, and will have momentum from the exhaust fan. Analysis procedures that require heat will add thermal buoyancy to the discharge. The elevated release height and the initial plume momentum will extend the point of maximum (highly diluted) impact well away from the project site, particularly the nearby Diagnostic Center or the closest homes to the west. No additional mitigation, beyond code compliance for laboratory

- B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?**

No Impact. The project site is currently a paved parking lot. Vegetation on-site and in the surrounding area consists of ornamental trees and shrubs that are located in the landscaped areas of the parking lot and the parkways along Paseo Rancho Castilla, State University Drive, and Campus Road. There are no channels or drainage courses on or near the site. The site does not support riparian habitats or natural communities identified in local or regional natural community conservation plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service. Thus, no impact to these resources would result from the proposed project.

(Sources: City of Los Angeles General Plan, USGS Los Angeles Quadrangle, and Site Survey)

- C. Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. The project site is an existing paved parking lot. The site does not contain any wetland habitat or any designated blue line streams. The nearest major watercourse is the Los Angeles River, which is approximately three miles west of the site. Since the project site is currently paved over with asphalt, no additional impervious surface area would be added to the site. Storm drainage associated with runoff from the project site would continue to be directed toward the southeastern corner of the site into the existing storm water drainage facilities. Therefore, no impacts to the wetland resources are expected to occur as a result of the project.

(Sources: City of Los Angeles General Plan and Site Survey)

- D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No Impact. The project site is an existing parking lot that is located within an urbanized area surrounded by local roadways, a residential community, institutional uses, and the San Bernardino Freeway. Vegetation on-site and in the surrounding area consists of ornamental trees and shrubs. The site does not support native habitat nor does it contain native resident or migratory fish or wildlife species. Animals typically found in urban settings, such as raccoons, skunks and various avian species, are expected to use the site, but neither the site nor nearby areas serve as established native resident or migratory wildlife corridors. There are no large undeveloped areas near the site or migration corridors in the area. Therefore, the proposed project would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

(Sources: City of Los Angeles General Plan and Site Survey)

E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The proposed project would involve construction of a forensic science crime laboratory over an existing parking lot. No significant biological resources exist on or near the site. Landscaped medians within the existing parking lot and parkways along adjacent roadways support ornamental trees and shrubs; however, these trees are not protected by a tree preservation policy or ordinance. Native oak trees, excluding scrub oaks and nursery grown oaks, are the only trees protected by City of Los Angeles ordinance. The proposed project would not involve removal of any native oak trees. Rather, ornamental trees which are part of the parking lot landscaping would be removed as part of the proposed project. As such, the project would not conflict with any local policies or ordinances protecting biological resources.

(Sources: City of Los Angeles General Plan and Site Survey)

F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The project site is an existing parking lot and is surrounded by local roadways, a residential community, institutional uses, and the San Bernardino Freeway. On-site vegetation consists of ornamental trees and shrubs found between parking stalls. The site and adjacent areas are not included within an existing or proposed natural community conservation plan. Thus, the project would not conflict with any local, regional, or state habitat conservation plans.

(Sources: City of Los Angeles General Plan, and Site Survey)

3.5 CULTURAL RESOURCES

The City and County of Los Angeles are rich in cultural resources. The oldest human bones discovered in the area, which were recovered from the La Brea Tar Pits in the Wilshire community of Los Angeles (approximately ten miles west of the project site), are estimated to be approximately 9,000 years old. Paleontological resources such as mammoth and saber-tooth cat fossils have also been found in the La Brea Tar Pits. Hunter-gatherer Indians inhabited the region before the arrival of Spanish and European settlers. Modern cultural history of Los Angeles dates to the establishment of the pueblo (town) in 1781 by a Spanish expedition which originated in present-day Mexico. The town came under Mexican rule in 1821 with the establishment of the Republic of Mexico. Los Angeles was occupied by United States military forces from 1847 to 1850 and became a U.S. city in 1850. In the 1850s, a Basque rancher named Juan Bautista Batz acquired the project area through a Spanish land grant. He named the area Rancho Rosa Castilla for the wild rose that grew near his ranch house. In more modern times, Victorian-style single family residential homes were the predominant style prior to 1900. Architectural styles after 1900 included Classical or Colonial Revival bungalows, and Mediterranean Streamline Modern and Modernist.

Approximately 700 sites have been designated as Historic-Cultural Monuments by the City of Los Angeles Cultural Heritage Commission, although none are located within or adjacent to the project site. These monuments are considered sites or structures of importance in the City's history and/or cultural heritage. Historic Preservation Overlay Zones (HPOZ) have been established within the City

in order to protect areas that have sites or structures of historic, architectural, cultural, or aesthetic significant. The nearest HPOZ to the proposed project site in Highland Park, and community that is located approximately three miles north of the project site. No HPOZ has been adopted within or adjacent to the project site.

No paleontological, archeological, or historical resources are known to exist in the project area.

(Sources: City of Los Angeles General Plan Conservation Element, Northeast Los Angeles Community Plan, and Site Survey)

A. Would the project cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?

No Impact. The proposed laboratory would be located over an existing parking lot. No historical resources are located on or immediately adjacent to the proposed project site. Adjacent homes and buildings were built in recent times and area not considered historically significant. Since construction of the proposed laboratory and associated parking areas would not occur on or immediately adjacent to historical resources, the project is not expected to cause an adverse change to a historical resource.

(Sources: Northeast Los Angeles Community Plan and Site Survey)

B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

No Impact. The proposed crime laboratory would be located over an existing paved parking lot. No archaeological resources are known to exist on or immediately adjacent to the project site. Due to prior site disturbances associated with construction of the parking lot, the adjacent developments, and the I-10 Freeway, no archaeological resources are expected to be discovered during construction of the proposed project. Since the proposed project would not be located on or immediately adjacent to known archaeological resources, the project is not expected to cause an adverse change in the significance of any archaeological resources in the region.

(Sources: City of Los Angeles General Plan and Site Survey)

C. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The proposed crime lab would be located over an existing paved parking lot. No paleontological resources are known to exist on or immediately adjacent to the project site. Due to prior site disturbances, no paleontological resources are expected to be discovered during construction of the proposed project. Since the proposed project would not be located on or immediately adjacent to known paleontological resources, the project is not expected to cause an adverse impact on paleontological resources.

(Sources: City of Los Angeles General Plan and Site Survey)

D. Would the project disturb any human remains, including those interred outside of formal cemeteries?

No Impact. The project site is currently developed with a paved parking lot. There is no known evidence that the project site was previously used as a cemetery prior to its use as a parking lot for Cal State LA. No impact on human remains is expected to occur with the proposed project.

(Sources: Northeast Los Angeles Community Plan and Site Survey)

3.6 GEOLOGY AND SOILS

Soils at the project site consist of the Diablo-Altamont association (approximately 60 percent Diablo and 30 percent Altamont soils). These soil types are well-drained and have slow subsoil permeability. They have clay surface layers that are underlain by calcareous clay subsoils. Diablo soils are comprised of very strongly calcareous shale at depths of 22 to 52 inches. Outcrops of hard shale make the surface rocky in a few places in the area near the project site. Partially weathered calcareous soft shale or sandstone occurs in Altamont soils at a depth of 24 to 36 inches. Available water capacity of Diablo and Altamont soils is moderate to low.

The City of Los Angeles is a seismically active region. Several active faults traverse the area, including the Hollywood, Santa Monica, Raymond, Newport-Inglewood, and Palos Verdes Faults. The Raymond Fault, located approximately 2.5 miles north of the project site, is closest to the project site. Approximately 16 miles long, the Raymond Fault extends from the City of Glendale to the City of Monrovia through the cities of South Pasadena and San Marino. The San Andreas Fault, which is widely recognized as the largest and most active fault in California, is located approximately 30 miles northeast from the project site at its nearest point.

California State Law requires designation of Alquist-Priolo Special Study Zones by the State Geologist and State Mining and Geology Board for areas most likely to experience severe seismic activity. Several such zones have been established within the City of Los Angeles, the one nearest to the project site being along the Raymond Fault, approximately 2.5 miles north of the project site. The City of Los Angeles has also designated a Fault Rupture Study Zone along the Raymond Fault.

(Sources: City of Los Angeles General Plan Safety Element, Report and General Soil Map for Los Angeles County, Southern California Earthquake Data Center and Site Survey)

A. Would the project expose people or structures to potential substantial adverse effect, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

No Impact. The project site is located in a seismically active region, with several earthquake faults located in its vicinity. However, no known faults cross the project site. The nearest fault to the site is the Raymond Fault, which is designated as an Alquist-Priolo Special Study Zone and is located approximately 2.5 miles north of the site. Other nearby faults (York Boulevard, Workman Hill, and Hollywood) and their extensions do not cross the site. Thus, there is limited potential for ground

rupture at the site. Since construction of the proposed laboratory would conform to pertinent seismic design criteria, they would not expose the proposed facility or people to impacts relating to fault rupture.

(Sources: City of Los Angeles General Plan Safety Element and Preliminary Site Plan)

B. Would the project be subject to strong seismic groundshaking?

Less than Significant Impact. The proposed Regional Los Angeles Forensic Science Crime Laboratory project would be exposed to groundshaking hazards associated with earthquake events in the region. These hazards are not unlike the hazards in other areas of the City. Although groundshaking hazards could lead to severe groundshaking at the site, depending on the magnitude of the earthquake and the proximity of the site to the earthquake epicenter, the project is not expected to expose persons to undue hazards.

The crime laboratory would be constructed to withstand seismic forces, in accordance with pertinent seismic design criteria. Thus, undue threats to life and property are not expected. Therefore, the impact of strong seismic groundshaking would be less than significant.

(Sources: City of Los Angeles General Plan Safety Element)

C. Would the project be subject to seismic-related ground failure, including liquefaction?

No Impact. As identified by the City of Los Angeles General Plan Safety Element, the project site is not located in an area that is susceptible to liquefaction. Since soils types at the project site are well drained, liquefaction would not occur at the project site. Thus, no hazards associated with liquefaction are anticipated with the proposed project.

(Sources: City of Los Angeles General Plan Safety Element and Site Survey)

D. Would the project be subject to landslides?

No Impact. The City of Los Angeles General Plan Safety Element identifies areas that are susceptible to landslides and hillside areas. Although most of Cal State LA is identified as a hillside area in this element, it is not designated as an area that is susceptible to landslides. The project site, an existing parking lot, is relatively flat with a gentle slope toward the southeastern corner of the project site. A slope that is located adjacent to the project site, on its east side between the site and the Diagnostic Center, has been stabilized with vegetation and has not been identified as susceptible to landslides by the City of Los Angeles General Plan Safety Element. Consequently, no significant impact associated with landslides would occur with the proposed project.

(Sources: USGS Los Angeles Quadrangle, Site Survey, City of Los Angeles General Plan Safety Element)

E. Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. The existing project site, Parking Lot A of the Cal State LA campus, is relatively flat and is expected to remain relatively flat after the completion of the proposed project. The entire project site is paved over, and no topsoil is visible. The area within the footprint of the proposed crime laboratory would be disturbed for the proposed construction. On-site soils (Diablo-Altamont soils) have slight erosion hazards. No erosion of adjacent areas is expected to occur as a result of the proposed project. The vegetated slope which is adjacent to the eastern side of the project would not be disturbed by the proposed project or its construction. Thus, the project would not result in impacts associated with substantial soil erosion or loss of topsoil.

(Sources: Preliminary Site Plan, Site Survey, General Soil Map for Los Angeles County, and City of Los Angeles General Plan Safety and Conservation Elements)

F. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. There are no known geologic hazards along the project site (Parking Lot A of the Cal State LA campus). The project area is relatively flat topographically and is not located on unstable soils. The on-site soils do not present any geologic hazards to the proposed project. There is no known incidence of landslide, lateral spreading, subsidence, liquefaction, or collapse on-site or near the site. Thus, the proposed project is not expected to be exposed to or create landslide, lateral spreading, subsidence, liquefaction, or collapse hazards in the area.

(Sources: Site Survey and City of Los Angeles General Plan Safety Element)

G. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less than Significant Impact. Soils at the project site are expected to consist of Diablo and Altamont soils, which have high shrink-swell potential. The proposed crime lab would be designed to withstand soil expansion hazards, in accordance with pertinent standards in the Uniform Building Code. Structural integrity would be assured and soil expansion hazards on-site would not adversely affect the proposed facility or its users.

(Sources: Site Survey and City of Los Angeles General Plan)

H. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?

No Impact. The project site would be served by public sanitary sewer facilities located within the State University Drive right-of-way. Septic tanks or alternative methods of wastewater disposal are not

proposed as part of the project. Thus, no impacts relating to soils that are unsuitable for on-site wastewater disposal systems would occur as a result of the project.

(Sources: City of Los Angeles General Plan and Site Survey)

3.7 HAZARDS AND HAZARDOUS MATERIALS

A hazardous material is defined as any substance that may be hazardous to humans, animals, or plants, and may include pesticides, herbicides, toxic metals and chemicals, volatile chemicals, explosives, and even nuclear fuels or low-level radioactive wastes.

Cal State LA is a large generator of hazardous waste, as shown by EPA Envirofacts Database. Asbestos, which results from reconstruction, rehabilitation, or demolition of older structures, is the biggest source of hazardous waste generated by Cal State LA. In 2001, the University generated approximately 4.17 tons of hazardous waste through its academic departments (particularly science laboratories, the criminal justice program, and fine arts), 5.1 tons of hazardous waste from its facilities division (maintenance, cleaning, etc), and 8.4 tons (most of which was asbestos) from construction. A relatively small amount of hazardous waste, approximately 20 gallons per year, is typically generated by the science laboratories and criminal justice program, combined. The waste generated by those academic programs consists of flammable and/or corrosive materials.

At Cal State LA buildings, all hazardous wastes, including liquid wastes, are disposed of in closed containers. Appropriate bulk hazardous material storage is located on site, away from academic buildings. Smaller amounts of hazardous materials are stored in appropriate facilities near the buildings that use the materials. Cal State LA contracts with North State Environmental for off-site hazardous waste disposal. The University stores its hazardous waste on-site for no more than 90 days before it is picked up by North State Environmental. On-site, the waste is stored in a three-year-old self-contained fire-proof facility that has been approved for this use by the LA Fire Department. Inside the facility, the flammable wastes are separated from other types of waste by a firewall. North State Environmental picks up the waste when the facility reaches capacity or after 90 days, whichever comes first.

The City of Los Angeles has a wide variety of industries and land uses, which generate, use, or handle hazardous materials. Most of these sites are associated with industrial and commercial uses located throughout the City, including the vicinity of the project. According to the EPA's Envirofacts database, several other hazardous waste generators exist near the proposed site. These are concentrated along Whiteside Street, approximately 0.2 mile west of the project. The generators include Kwik Cast Manufacturing, Lenly Manufacturing Company, Los Angeles Tanning Company, Cal Tek Industries, and George Industries.

(Sources: Occupational Safety and Health Administration (OSHA), Federal Bureau of Investigation Handbook of Forensic Services, EPA Envirofacts Database, Project Design)

A. Would the project create a significant hazard to the public, or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Forensic analyses that would be conducted at the proposed Los Angeles Regional Forensic Science Crime Laboratory would involve work with hazardous materials and risk of exposure to potentially infectious human blood and body fluids, chemicals, and physical hazards. Exposure to these hazards could result through inhalation, skin contact, ingestion, or injection of contaminants.

Small amounts of hazardous wastes would be generated on-site. The waste would be generated in the labs, collected and stored in the lab in non-flammable storage cabinets, and collected when the containers are full, much like the procedure currently used by Cal State LA. The largest container would have a capacity of approximately one gallon. The containers would be transported in accordance with OSHA standards to a hazardous waste handling room where it would be packaged for hazardous waste storage and shipped to an appropriate disposal site. The waste would be stored and transported in approved Department of Transportation (DOT) canisters.

Protective measures, some formulated by the Occupational Safety and Health Administration (OSHA), define ways to minimize risks of working with forensic evidence. These protective measures include ways safely work with blood, chemicals, light sources (such as ultraviolet (UV) lights and lasers), and work within a confined space. Additionally, guidelines for personal protective equipment identify methods of hand, eye, foot, head, and respiratory protection.

Specific requirements for preparing hazardous materials for shipment by air, highway, rail, or water are defined by Title 49 of the Code of Federal Regulations. The International Air Transport Association, in cooperation with the International Civil Aviation Organization, also publishes the Dangerous Goods Regulations annually. Additionally, training is required to properly package and ship hazardous materials employing any form of commercial transportation.

All in-house equipment and training, including work with blood, chemicals, light sources (such as ultraviolet (UV) lights and lasers), and work within a confined space, would follow OSHA standards. Additionally, OSHA guidelines for personal protective equipment identify methods of hand, eye, foot, head, and respiratory protection would be adhered to. Thus, the project would result in less than significant impacts associated with hazardous materials.

(Sources: Department of Transportation (DOT), OSHA, and the Federal Bureau of Investigation Handbook of Forensic Services Project Design)

B. Would the project create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. The proposed crime lab would involve some hazardous materials use associated with the laboratory work, as well as construction of the facility. However, hazardous materials use, storage, and disposal would be made in accordance with existing federal, state and local regulations, including OSHA and DOT standards.

Hazardous waste would be collected and stored on-site in non-flammable storage cabinets, and collected when the one-gallon storage containers are full or 90 days has passed. Only properly trained personnel would be allowed to handle hazardous substances.

Consequently, the risk of release of hazardous materials into the environment would be less than significant.

(Sources: Site Design, OSHA, and DOT))

C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

~~No Impact. The nearest school to the project site is the City Terrace School located at 4350 City Terrace Drive in the unincorporated area of Los Angeles County. This school is located approximately 0.30 mile south of the project site. This school facility is separated from the project site by the I 10 Freeway and residential areas. Hazardous materials use on the site would be confined within the proposed facility and will comply with existing federal, state, and local regulations. Any hazardous emissions, hazardous or acutely hazardous materials, substances, or waste at the site area unlikely to affect the City Terrace School due the distance separation and intervening roadways, freeway and structures.~~

Less than Significant Impact. The Los Angeles County High School for the Arts (LACHSA) utilizes various Cal State LA campus buildings and classroom space for its programs. While facility use by the art school is concentrated at King Hall, the Fine Arts building, the Music building, and the Cal State LA Library, the entire Cal State LA campus is considered a K-12 site due to the on-campus LACHSA program. Thus, the project site for the proposed crime lab is located within ¼ mile of a K-12 school.

The proposed crime lab would be equipped with a diesel-fuel emergency generator. Exhaust from occasional use of the generator is considered hazardous and could potentially affect students at Cal State LA and other nearby sensitive receptors. However, the generator would be in use only during major blackouts and during regular monthly testing. Thus, exhaust from the generator would be limited and short-term. In compliance with SCAQMD regulations, the installation and operation of the diesel generator at the crime lab would require a permit from SCAQMD. The permit process includes the public notification of all parents of students in the LACHSA program, as well as adjacent property owners, residents and tenants within ¼ mile of the site. In addition, diesel exhaust Hazards emissions from at the proposed project site would be controlled and regulated in compliance with federal, state, and SCAQMD local regulations. Exhaust emission Hazardous material control would include use of best available technology, regular maintenance of equipment confinement of hazardous materials within the proposed facility, and proper ventilation within the proposed structure.- Hazardous emissions, hazardous or acutely hazardous materials, substances, or waste at the site are not expected to generate significant adverse impacts unlikely to affect the on LACHSA students who utilize the Cal State LA campus.

(Sources: Los Angeles Unified School District, USGS Los Angeles Quadrangle, SCAQMD, and Preliminary Site Plan)

- D. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to California Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Less than Significant Impact. The project site is currently developed as a parking lot that serves Cal State LA. While the proposed crime lab would be located within Cal State LA, a facility that generates hazardous materials, the project would occur on an existing parking lot. No hazardous materials are present or used on the parking lot.

The proposed crime lab would utilize various hazardous materials for forensic analysis. However, storage, use, disposal, and transport of these materials would be made in accordance with existing regulations. Impacts are expected to be less than significant.

(Sources: California Government Code, Site Survey, and SCAQMD)

- E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The project site is not located near a public airport. The nearest airports are the Burbank-Glendale-Pasadena Airport (BUR) in the City of Burbank, located approximately 18 miles to the northwest of the project site, and Los Angeles International Airport (LAX) in the City of Los Angeles, located approximately 23 miles to the southwest of the project site. The proposed project would not be exposed to airport hazards; would not affect aircraft operations; and would not create an airport safety hazard for people utilizing the proposed crime lab.

(Sources: USGS Los Angeles Quadrangle, AirNav, and City of Los Angeles General Plan)

- F. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. There are no private airstrips located immediately adjacent to or near the project site. Therefore, the proposed Regional Los Angeles Forensic Science Crime Laboratory would not expose facility users to air traffic hazards. Therefore, no impacts are anticipated.

(Sources: USGS Los Angeles Quadrangle, AirNav, Site Survey)

- G. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. As identified by the City of Los Angeles General Plan Safety Element, the project site is not located in or adjacent to an area that is designated as a critical facility or lifeline system. The project site is located immediately north of the I-10 Freeway. While the I-10 Freeway may be used for evacuation and emergency response, the project would not interfere with evacuation along it. Consequently, emergency response and evacuation activities would not go through the site. Evacuation of Cal State LA may occur through Parking Lot A. However, adjacent roadways – Paseo

Rancho Castilla, Campus Road, and State University Drive – would not be blocked by the project and no impacts to emergency response and evacuation is expected with the project.

(Sources: City of Los Angeles General Plan Safety Element, Preliminary Site Plan, and Site Survey)

H. Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The project site is located in a developed, urban area and is not classified in the Los Angeles General Plan Safety Element as a Wildfire Hazard Area. There are no large open areas near the site. The project site is not located adjacent to wildlands. Therefore, no risk of loss, injury, or death involving wildland fires is expected from the proposed crime lab.

(Sources: Site Survey, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

3.8 HYDROLOGY AND WATER QUALITY

The proposed Los Angeles Regional Forensic Science Crime Laboratory would be located within the Los Angeles-San Gabriel Valley Drainage Basin and approximately three miles west of the Los Angeles River. Drainage from the San Gabriel Mountains flows through the Los Angeles River and ultimately to the Pacific Ocean. No portion of the project site is located within the boundaries of a 100-year or 500-year flood hazard area. Precipitation that falls within the project area drains into stormdrains within the existing parking lot that are connected to the public stormdrain system.

(Sources: Los Angeles County Department of Public Works, City of Los Angeles General Plan Safety Element, USGS Los Angeles Quadrangle)

A. Would the project violate any water quality standards or waste discharge requirements?

Less than Significant Impact. The proposed project involves construction of a forensic science crime laboratory over an existing asphalt parking lot. Stormwater volume from the site would not increase. Wastewater from the facility would be directed to the sewer system, in accordance with the requirements of the Los Angeles Sanitation District. All hazardous liquid wastes from the laboratory would be collected on-site in proper containers and disposed of off-site. During construction, the City would implement best management practices for stormwater pollution control, in accordance with the National Pollutant Discharge Elimination System (NPDES). The proposed crime laboratory is not expected to generate pollutants that would violate water quality standards or waste discharge requirements.

(Sources: Site Survey, Preliminary Site Plan)

- B. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

No Impact. The proposed project would involve construction of a forensic science crime laboratory including classrooms, offices, and lecture halls. No water wells are proposed as part of the project. The long-term water demand created by the project would not represent a significant amount of water from the Los Angeles Department of Water and Power and would not adversely impact groundwater supplies. At the site, groundwater is located more than 30 feet below the ground surface. The construction of the proposed facility would not interfere with groundwater recharge, since the site does not serve as a recharge basin. Therefore, the project would not affect the level of the underground aquifer or lower the groundwater table, thereby reducing groundwater supplies.

(Sources: Preliminary Site Plan, Los Angeles County General Plan, and City of Los Angeles General Plan)

- C. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?**

Less than Significant Impact. The proposed project involves the construction of a forensic science crime laboratory facility on an existing parking lot. Catch basins and storm drain pipes that presently serve the project site would not be altered by the proposed project. Runoff would have to be diverted around the proposed structure but would still flow southwest to existing catch basins. These modifications to drainage in the area would not be significant and would not substantially alter the existing drainage pattern of the area. The minor modification to drainage at the project site would not result in erosion or siltation on- or off-site. Impacts associated with the minor drainage modifications at the project site would be less than significant.

(Sources: Site Survey, USGS Los Angeles Quadrangle, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

- D. Would the project substantially alter the existing drainage pattern of the site, or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

Less than Significant Impact. The proposed project involves the construction of a forensic science crime laboratory facility on an existing parking lot. The project site is not identified within the City of Los Angeles General Plan Safety Element as being located within a 100-year or 500-year floodplain. Catch basins and storm drain pipes that presently serve the project site would not be altered by the proposed project. The site is paved and would remain paved. No increase in runoff volume would occur. Also, sheet flow over the existing parking lot would be diverted around the proposed structure but upstream and downstream flows would not change. The minor modification to drainage at the project site would

not result in flooding on- or off-site. Furthermore, since the project site is already an existing paved parking lot, no increase in the rate or amount of surface runoff would result from proposed project. Consequently, no impact associated with flooding would occur with the proposed laboratory facility project. Impacts associated with minor drainage modifications at the project site would be less than significant.

(Sources: Site Survey, USGS Los Angeles Quadrangle, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

E. Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact. The proposed project involves construction the Los Angeles Regional Forensics Science Crime Laboratory. Since the project would be developed on an existing paved parking lot, no increase in impervious surfaces and/or increase stormwater runoff volumes would result from the project. During construction, the County would implement best management practices for stormwater pollution control, in accordance with the NPDES. The structure would not generate pollutants that may enter the storm drain system. Wastewater from on-site activities would be directed into the sewer system and would not pollute on-site runoff. The proposed project would not exceed the capacity of the downstream stormwater drainage systems or provide additional sources of polluted runoff.

(Sources: Site Survey and Preliminary Site Plan)

F. Would the project otherwise substantially degrade water quality?

No Impact. The proposed project would have no substantial long-term demand for water and would not dispose of waste or pollutants in a way that could degrade groundwater quality. Hazardous waste from the laboratory would be collected on-site and disposed of off-site in ways consistent with the proper handling of hazardous waste and materials. Wastewater from laboratory activities would be directed to the sewer system. Thus, the project does not have the potential to degrade water quality.

(Sources: Site Survey and Preliminary Site Plan)

G. Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. No housing units are proposed as part of the project, and the project site is not located within a flood hazard area. The project would not place housing within a 100-year or 500-year floodplain as mapped in the City of Los Angeles General Plan Safety Element, which reflects the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM). Consequently, flood hazards associated with the proposed project are not anticipated.

(Sources: Site Survey, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

H. Would the project place within a 100-year flood hazard area structures, which would impede or redirect flood flows?

No Impact. The project site is not located within a flood hazard area. The project would not place structures within a 100-year or 500-year floodplain as mapped in the City of Los Angeles General Plan Safety Element, which reflects the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM). Consequently, flood would not be impeded or redirected due to the proposed project.

(Sources: Site Survey, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

I. Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. Although the project site is located downstream of the Garvey Dam in the City Monterey Park, failure of the dam does not have a significant potential to flood the project area, as identified within the City of Monterey Park General Plan. No other nearby dams or levees have the potential to flood the project site. Therefore, no significant risk of loss, injury, or death involving flooding, would result from the failure of a levee or dam or result from the proposed project.

(Sources: Site Survey, City of Monterey Park General Plan, City of Los Angeles General Plan Safety Element, USGS Los Angeles Quadrangle, and Preliminary Site Plan)

J. Would the project expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?

No Impact. The project site is not subject to seiche or tsunami hazards, as identified by the City of Los Angeles General Plan Safety Element. No dams or water bodies are located near the site that would pose inundation or seiche hazards to the site or the proposed facility. There are no adjacent hillside areas that are susceptible to mudflow hazards. Thus, the proposed Los Angeles Regional Forensic Science Crime Laboratory would not expose people or structures to seiche, tsunami or mudflow hazards.

(Sources: Site Survey, City of Los Angeles General Plan Safety Element, and Preliminary Site Plan)

3.9 LAND USE AND PLANNING

The project site is an existing parking lot located in the northeastern corner of the intersection of State University Drive and Paseo Rancho Castilla on the Cal State LA campus in Northeast Los Angeles. The City of Los Angeles General Plan contains a Framework Element that establishes overall planning policy for the City. As required by California State law (Government Code Section 65300) the General Plan also contains citywide elements for circulation, housing, conservation, open space, noise, and safety. The Land Use Element is comprised of thirty-six Community Plans that contain policy and standards for each geographically distinct area. The project site is located within the planning area of the Northeast Los Angeles Community Plan. In addition to the City of Los Angeles General Plan, the

project site is also within the planning area of the Master Plan for Cal State LA, which guides growth of the campus.

The land use designation of the project site is Public Facilities (PF), as shown by the Northeast Los Angeles Community Plan Land Use Map. The Public Facilities designation is intended to achieve economy and efficiency in the provision of services and facilities consistent with standards for environmental quality. The corresponding zone district is PF-1.

The land uses of the surrounding areas include Low Density Residential to the west and northwest, Public Facilities (Cal State LA) to the east and northeast, and Public Facilities (the San Bernardino Freeway) to the south. The Low Density Residential designation allows four to nine dwelling units per acre.

(Sources: California State University Los Angeles Master Plan, Northeast Los Angeles Community Plan, City of Los Angeles General Plan, and Site Survey)

A. Would the project physically divide an established community?

No Impact. The proposed project would involve construction of a crime laboratory facility on an existing paved parking lot. The project site is located at the southwestern end of Cal State LA. A residential community is located immediately west and northwest of the project site, but no residential community is located to its east, northeast, or south. Therefore, the proposed project would not physically divide an established community.

(Sources: City of Los Angeles General Plan, Preliminary Site Plan and Site Survey)

B. Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The project site is designated as Public Facilities (PF) within the Northeast Los Angeles Community Plan. The proposed crime laboratory use of the site would be consistent with this land use designation. The Cal State LA Master Plan includes the development of a forensic science crime laboratory in its Five-Year Capital Improvement Program for 2001-2006. The proposed use would be consistent with the plans for an on-site forensics science crime laboratory, as was called for in the campus Master Plan.

Adjacent land use designations to the site are Public Facilities (PF) to the northeast, east, and south, and Low Density Residential to the west and northwest. Aside from being within the Cal State LA Master Plan Planning Area, the project site is not located within a specific plan area or other special study area.

The County of Los Angeles Congestion Management Program (CMP) requires that traffic studies be prepared to document impacts to all CMP monitoring intersections where the proposed project will add 150 or more peak hour trips. This project will not add more than 150 peak hour trips during peak hours to this location. No further CMP analysis is required.

No conflict with applicable land use plans, policies, or regulations would occur as a result of the proposed project.

(Sources: City of Los Angeles General Plan, Northeast Los Angeles Community Plan, Cal State LA Master Plan Update 2001-2006)

C. Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. The project site is located in a developed, urban area, and is an existing parking lot. Adjacent land uses include a residential community, other areas within the Cal State LA campus, and the San Bernardino Freeway. The project area has been designated for public facilities development in the City's General Plan. There are no natural or native habitats on the project site.

The County of Los Angeles has designated areas with significant habitats that are important for preservation and maintenance of biodiversity as Significant Ecological Areas (SEAs). No habitat conservation plan or natural community conservation plan has been adopted for the site or the project area. Thus, no conflict with such plans is expected. The project site is not located within an SEA.

(Sources: Site Survey and City of Los Angeles General Plan)

3.10 MINERAL RESOURCES

The primary mineral resources in the Los Angeles area are aggregate resources, including rock, gravel, and sand deposits. Significant sand and gravel deposits are located within the Los Angeles River floodplain, although many of these areas are inaccessible for mining because they are channelized. There are no regionally significant aggregate resources in Northeast Los Angeles and the project area.

Oil deposits exist in the City of Los Angeles, within the downtown and west Los Angeles areas. Twenty producing oil fields lie wholly or partially in the City of Los Angeles. The project area is not located on an oil field, and no oil fields are located near the project site. No oil pipelines are located near the project site.

Also, gold, copper, titanium, lead, silver, zinc, and manganese deposits are scattered throughout the San Gabriel Mountains. However, mining extraction for these minerals is inactive. There are no active mineral extraction operations near the project site.

(Sources: City of Los Angeles General Plan, City of Monterey Park General Plan, USGS Los Angeles Quadrangle, and Site Survey)

A. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The project site is not located within or adjacent to an area identified as having significant aggregate, oil, or mineral resources. There are no mining activities on or near the site. Therefore, no impact to regionally valuable mineral resources would occur as a result of the proposed project.

(Sources: City of Los Angeles General Plan Conservation Element and USGS Los Angeles Quadrangle)

B. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Less than Significant Impact. The project site is not located within or adjacent to a locally important mineral resource recovery site. Also, the sand, gravel, and other construction materials that would be needed for the proposed laboratory facility are not expected to represent a significant amount of local resources, when compared to available resources and the cumulative demand for these resources by construction activities in the region. Thus, the demand for sand and gravel resources, as needed for construction, would be considered less than significant.

(Sources: Preliminary Site Plan, USGS Los Angeles Quadrangle, Site Survey, and City of Los Angeles General Plan)

3.11 NOISE

A noise study has been prepared by Giroux and Associates for the proposed Los Angeles Regional Forensic Crime Laboratory to analyze the impacts of the proposed facility as they relate to noise. This study is provided in Appendix C and its findings are summarized below.

Existing noise levels in the project area are dominated by vehicular sources on the surrounding roadways and the adjacent I-10 Freeway. In order to better define the current noise environment, on-site noise measurements were made on May 24, 2002 at four locations on/around the project site. These measurements consisted of short-term noise level equivalent (Leq) readings (15 minutes per site). Leq is steady-state energy level equal to the energy content of the time varying period.

Measurement experience has shown that morning-hour Leqs are a good approximation of 24-hour Community Noise Equivalent Levels (CNEL) with the addition of 2 or 3 decibels (dB). The measurement data for the site, as presented in Table 3-6, can thus be interpreted relative to the CNEL-based standards if the Leq is adjusted slightly upward. The addition of +3 dB to the measured short-term Leq data in Table 3-6 is therefore considered a reasonably accurate representation of the 24-hour CNEL exposure at each monitoring location.

TABLE 3-6
NOISE MONITORING SUMMARY (dBA)

| Location | Leq | Lmax | Lmin | L ₁₀ | L ₅₀ | L ₉₀ | Sources |
|-------------------------------------|-----|------|------|-----------------|-----------------|-----------------|---------|
| Proposed Building Site | 62 | 70 | 58 | 65 | 61 | 60 | a,b,c |
| Diagnostic Center Outstudent Clinic | 63 | 67 | 50 | 64 | 62 | 61 | a,b,c |
| Corner of Tim/Drucker | 52 | 58 | 44 | 54 | 51 | 49 | a,d |

| | | | | | | | |
|--------------------------------------|----|----|----|----|----|----|-----|
| Corner of Barnett/Tim | 67 | 72 | 63 | 70 | 66 | 64 | a,b |
| Codes: | | | | | | | |
| a. Freeway traffic | | | | | | | |
| b. Local street traffic | | | | | | | |
| c. Maintenance (blower, mower, etc.) | | | | | | | |
| d. Animals (birds, barking dog) | | | | | | | |
| Source: Giroux and Associates, 2002 | | | | | | | |

The project site has a CNEL of approximately 65 dB CNEL, as does the adjacent outstudent clinic area of the nearby Diagnostic Center. The nearest two homes near the corner of Barnett Road and Tim Avenue have a CNEL in their front yards of 70 dB because they have a fairly direct view of the I-10 Freeway and Eastern Avenue. At the corner of Tim Avenue and Drucker Street, a short distance from the Tim/Barnett intersection, the obstruction due to the terrain dramatically reduces noise levels to around 55 dB CNEL.

(Source: Noise Impact Analysis)

- A. Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less than Significant Impact with Mitigation. The proposed project would lead to noise impacts associated with short-term construction activities and long-term vehicle noise with operation of the proposed crime lab. At the same time, the proposed crime lab would be exposed to existing noise levels.

Construction Noise

Temporary construction noise impacts vary markedly because the noise strength of construction equipment ranges widely as a function of the equipment used and short-term variations are strongly influenced by topographical factors that will change during the course of facility construction. Construction noise tends to occur in discrete phases dominated initially by earth-moving sources and later for finish construction. The heavy equipment noise early during construction typically ranges up to about 90 dBA at 50 feet from the source for short intervals. Hourly average noise levels may be as high as 85 dB near such equipment.

Point sources of noise emissions are atmospherically attenuated by a factor of 6 dB per doubling of distance. The loudest construction will require around 500 feet of distance between the source and a nearby receiver to reduce the 85 dBA average source strength to the 65 dB freeway noise background level found near the project site. During some of the most intense construction activity, exterior noise levels at the nearby school/diagnostic center and/or the closest University Hills homes may temporarily be 70 to 75 dB. With typical structural attenuation capacity of 25 to 30 dB with closed windows at these structures, interior levels during construction would be from 40 to 50 dB. Such levels would not noticeably interfere with residential or instructional uses during the most intensive activities. During later phases of finish construction, equipment such as generators, compressors, saws, etc., are somewhat less noisy and the physical barrier created by partially completed on-site facilities further breaks up line-of-sight propagation.

Construction noise sources are not strictly relatable to a 24-hour community noise standard because construction occurs only during selected times and the source strength of construction equipment varies sharply with time. Construction activities are also treated separately in various community noise ordinances because they do not represent a chronic, permanent noise source. To abate the potential nuisance from construction noise, especially in very close proximity to any adjacent noise-sensitive development, the City and County of Los Angeles place limits on the hours of allowable construction activities and prohibit loud, unnecessary and unusual construction noise within a reasonable distance of any residential or other noise-sensitive zone. The time period from 7 a.m. to 7 p.m. on weekdays is typically the allowable "window" in which construction noise is considered an allowable intrusion. Both the City and County require compliance with noise performance standards for loud construction activities lasting more than just a few days. If noise levels are predicted to exceed 75 dB for any extended time (more than 10 days), at any noise-sensitive land uses, use of quietest possible equipment and of noise attenuation measures (temporary barriers, adjusted work schedules, etc.) is required.

Mitigation

The construction activities at the project site would need to implement the following measures:

- Construction activities should be limited to the hours of 7 a.m. to 7 p.m. on weekdays during times when non-project activities throughout the area will mask any local project noise impacts.
- Site contractors shall use the quietest equipment available and any stationary on-site sources such as generators or compressors shall be located in areas where they least impact ongoing noise-sensitive activities such as the adjacent elementary school/diagnostic center.
- All on-site construction equipment shall have properly operating mufflers.

Traffic Noise

The vehicle noise from the proposed crime lab is not expected to lead to a significant increase in existing noise levels. Most people cannot distinguish a change in the noise environment that differs by less than approximately 3 dB between the pre- and post-project exposure. Exceeding a 3 dB threshold from automobile traffic typically requires a doubling of traffic volumes on any individual roadway link. Few projects in already developed areas of themselves cause traffic volumes to double. Thus, the noise impacts from project-related traffic would be limited to a small incremental worsening of the existing noise environment and would not lead to any individually perceptible degradation.

Also, noise levels at the adjacent Diagnostic Center are moderately elevated due to the adjacent freeway. This noise background will help to mask any project-related traffic noise effects. The noise levels at some of the homes located west of the site and with a direct view of the site are also substantially elevated due to freeway/ arterial visibility. Project noise impacts will be imperceptible at these homes. Other University Hills homes near the site are screened from a view of the campus. Any project-related noise increment would be imperceptible at these nearby residences.

While evening and nighttime use of the proposed facility would occur, vehicle noise from such use is not expected to generate significant noise impacts on adjacent land uses due to ambient noise levels.

Project Noise Exposure

In contrast to most projects where project-related activities (especially traffic) are a source of impact on the ambient noise environment, construction of the proposed forensic science crime lab represents a greater concern of the impact of the existing noise environment upon the project. High freeway noise levels are not wholly consistent with desirable levels of quiet conducive to academic pursuits. Any excess noise can be reduced through architectural features, but effective control requires incorporation of "noise tight" measures that increasingly make the occupants confined within a sealed building. Freeway noise, thus, creates a possible constraint upon the potential open design for the proposed project.

The predicted peak exterior noise loading at the southern facade of the proposed crime lab is 67 dB CNEL, which is within the 70 dB CNEL noise/land use compatibility guideline for instructional facilities. Noise levels up to 70 dB CNEL are considered "normally acceptable" for schools and office buildings. That guideline, though, recognizes that any outdoor activities exposed to near-70 dB noise is excessive, but that desirable interior levels can be met with little or no enhanced structural effort beyond closing the windows facing the noise source. This ability to close the windows requires air conditioning or other supplemental ventilation for all interior spaces with a southward exposure. While other architectural constraints may dictate use of fixed sash or heavier glass windows (for safety, energy conservation, etc.), interior noise levels can be met with minimum UBC construction standards as long as windows facing the freeway are closed.

In the Noise Element of the City of Los Angeles General Plan, a 60 dB CNEL exposure is considered the most desirable target for the exterior of noise sensitive land uses such as homes, schools, churches, libraries, etc. The Plan also recognizes that such a level may not always be possible in areas of substantial traffic noise intrusion. Exposure up to 70 dB for noise-sensitive uses is considered conditionally acceptable if all measures to reduce such exposure have been taken. Noise levels above 70 dB CNEL are normally unacceptable except in unusual circumstances.

These noise/land use standards generally refer to exterior uses (recreation, dining, relaxation, etc.) where noise may possibly be intrusive. The proposed project has no planned exterior uses. Any noise issues for project siting would center on achieving an acceptable interior noise level within laboratories, classrooms, offices, conference rooms, etc. While a 45-dB interior noise level is desirable for residences to allow sleep and other quiet activities, interior levels of retail, commercial or industrial uses are not similarly constrained. Interior levels of such uses of 55 dB CNEL can typically be accommodated. Noise attenuation in air-conditioned office building structures with closed doors and windows is 25 to 30 dB. Exterior levels of 75 to 80 dB CNEL can be readily accommodated at the project site and still meet interior goals of 55 dB with a wide margin of safety.

Stationary noise sources at the site would include on-site activities and mechanical equipment. Laboratory and classroom activities at the facility would be conducted indoors and are not expected to generate noise impacts on adjacent land uses. The mechanical equipment for the site may generate noise impacts on the adjacent homes and nearby university facilities. While background traffic noise levels are expected to mask stationary noise from on-site mechanical equipment, noise impacts may affect nearby uses.

Mitigation

The following measures are recommended to reduce noise impacts on the proposed facility and on adjacent uses:

- Existing traffic noise shall be reduced by providing adequate structural noise attenuation on the southern side of the proposed facility. A minimum noise level reduction (NLR) of 23 dB shall be incorporated into structural design. Once a final building envelope is selected, certification that a minimum NLR of 23 dB will be achieved shall be prepared. A 23-dB reduction is expected to be achieved with standard design practice as long as the windows on the southern side of the building can remain in the closed position through provision of supplemental ventilation.
- On-site utility equipment (HVAC system) and mechanical systems such as elevator motors shall comply with all applicable building code noise abatement requirements, and shall be located either in the shielded service area or at roof level so as to minimize noise perception at any adjacent noise sensitive campus uses.

(Source: Noise Impact Analysis)

B. Would the project result in the exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Noise impacts associated with construction activities are discussed above. Implementation of the recommended measures would reduce exposure to excessive noise levels.

(Source: Noise Impact Analysis)

C. Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact. The proposed crime lab would lead to vehicles coming to and from the site during use of the facility. This project-generated traffic would add to existing vehicle noise levels in the area. Noise impacts were calculated using the federal highway traffic noise prediction model (FHWA-RD-77-108, Calveno modified). The traffic noise level at 100 feet from the centerline of various area roadways was calculated for existing (Year 2002) conditions, and for Year 2005 traffic without and with the project. The distance to the 65-dB CNEL contour, the standard for noise-sensitive exterior uses, was calculated assuming a landscaped/ vegetated, irregular ground surface (acoustically "soft" conditions). Table 3-7 summarizes the results of the traffic noise impact analysis.

TABLE 3-7
TRAFFIC NOISE IMPACT ANALYSIS
(CNEL IN DBA AT 100 FEET TO ROADWAY CENTERLINE)

| Roadway/Segment | 2002 | 2005 | |
|---|----------|------------|--------------|
| | Existing | No Project | With Project |
| Paseo Rancho Castilla: | | | |
| N of State University Drive | 62.0 | 62.2 | 63.0 |
| Eastern Avenue: | | | |
| West of Paseo Rancho Castilla | 65.6 | 65.7 | 65.9 |
| State University Dr. - I-10 | 66.5 | 66.7 | 66.8 |
| I-10 - Ramona Boulevard | 66.8 | 67.0 | 67.0 |
| S of Ramona Boulevard | 65.7 | 65.8 | 65.9 |
| Campus Road: | | | |
| N of State University Drive | 63.6 | 63.7 | 63.7 |
| State University Dr. - I-10 | 63.7 | 63.8 | 63.9 |
| State University Drive: | | | |
| Paseo Rancho Castilla- Campus Road | 60.9 | 61.1 | 61.4 |
| East of Campus Road | 58.5 | 58.7 | 58.8 |
| Ramona Boulevard: | | | |
| West of Eastern Avenue | | | |
| Eastern Avenue - Campus Road | | | |
| East of Campus Road | 64.1 | 64.2 | 64.2 |
| W of I-10 EB Ramona Blvd. | 63.5 | 63.7 | 63.8 |
| Onramp | 64.9 | 65.1 | 65.2 |
| E of I-10 EB Ramona Blvd. | 65.1 | 65.3 | 65.4 |
| Onramp | 64.4 | 64.6 | 64.6 |
| Note: Noise exposures are expressed to the nearest one-tenth dB for comparative purposes. Accuracy of noise monitoring and measurement is only to the nearest whole dB. | | | |
| Source: Giroux and Associates, 2002 | | | |

The maximum noise level increase due to project-related traffic (Year 2005 with project minus no project) is +0.8 dB CNEL along Paseo Rancho Castilla south of the access driveway along Paseo Rancho Castilla. The maximum cumulative noise level increase (Year 2005 with project minus Year 2002 existing) is +1.0 dB CNEL. The detection threshold under sound laboratory quiet conditions is +1.5 dB. The adopted significance threshold is +3.0 dB CNEL. Thus, increase in noise levels would not be perceptible and are considered less than significant.

As indicated earlier, noise impacts from the proposed crime lab would be imperceptible at almost all nearby residences. Noise levels at some homes located west of the site and with a direct view of the site are substantially elevated due to freeway noise. Almost all University Hills homes near the site are screened from a view of the campus. Additionally, noise levels at the adjacent Diagnostic Center are

moderately elevated. Thus, the noise background will help to mask any project-related traffic noise effects on adjacent uses. Therefore, vehicle traffic from the proposed project, individually and cumulatively, will not create a significant noise impact.

(Source: Noise Impact Analysis)

D. Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact. Temporary construction noise will result during site preparation and building assembly. Such sources are short-term and will not affect the long-term noise exposure in the project vicinity. Construction activities are also restricted to hours of lesser sensitivity. Temporary construction noise impacts would be mitigated by the recommended measures. In addition, vehicle noise impacts would not be significant due to the ambient noise levels.

With noise-reduction measures, stated time limits for construction, and with the masking effects of the nearby freeway noise, noise impacts can reasonably be considered as being less than significant.

(Source: Noise Impact Analysis)

E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. There are no airports located near the project site. The nearest airports are Burbank-Glendale-Pasadena Airport (BUR) and the Los Angeles International Airport (LAX) which are both located more than 15 miles from the project site. The noise contours of the Burbank-Glendale-Pasadena and Los Angeles International Airports do not extend into the project site. Also, the proposed crime lab would not lead to or increase the exposure of people in the area to noise levels associated with aircraft and airport operations. No impacts are expected.

(Sources: Preliminary Site Plan, Site Survey, and USGS Los Angeles Quadrangle)

F. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. There are no private airstrips located near the project site, which may expose persons at the proposed crime lab to excessive aircraft noise levels. The proposed crime lab would not increase on-site exposure to aircraft noise.

(Sources: Preliminary Site Plan, Site Survey, and USGS Los Angeles Quadrangle)

3.12 POPULATION AND HOUSING

The 1990 Census reported that the City of Los Angeles had a population of 3,485,557 persons. As reported by the 2000 Census, the City's population grew by approximately six percent between 1990 and 2000 to 3,694,820 persons and has a population density of 7,873 persons per square mile. According to 1999 estimates by the City of Los Angeles, the population of the City will increase to 4,306,500 persons by 2010, a 17 percent increase from 2000 estimates.

The 1999 estimates of population in the Northeast Los Angeles Planning Area is approximately 250,000 persons. As projected by the City, the population of the Northeast Los Angeles Planning Area will be 298,084 persons by 2010, a 19 percent increase from 2000. Cal State LA's student body population consists of approximately 19,000 people.

In Northeast Los Angeles, the existing pattern of residential land use, which is the predominant land use in the area, is characterized by single-family homes on the hillside areas and a mixture of single and multiple-residential homes in more flat areas. Single family residential homes are found northwest of the project site, on Lansdowne Avenue and south of the I-10 Freeway on Rogers and Hayes Streets.

(Sources: California Department of Finance Population and Housing Estimates, U.S. Census Bureau, Site Survey, and Northeast Los Angeles Community Plan)

- A. Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

No Impact. The proposed laboratory facility is not expected to induce population growth, since no homes are proposed as part of the project. The presence of construction workers at the site would be temporary and short-term and would not lead to a demand for permanent housing, goods, or services in the area. The development of the proposed crime laboratory is in response to the lack of a state-of-the-art facility to serve the needs of the City and County of Los Angeles. Thus, the development of the proposed crime lab would accommodate increasing demand and meet current services. The project is not expected to induce new demand for services nor lead to development of adjacent vacant sites.

The Criminal Justice Department of Cal State LA that would be located within the proposed facility would improve department facilities and could induce additional students at Cal State LA. The University has projected student enrollment based on these conditions and has developed a Master Plan to adequately address student needs. The proposed project is not expected to lead to significant or adverse population growth in the area.

(Sources: Preliminary Site Plan and Site Survey)

B. Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. The project would construct a forensic science crime laboratory facility on an existing parking lot. The project would not include demolition or acquisition of homes in the area. Thus, no displacement impacts are expected from the project.

(Sources: Preliminary Site Plan and Site Survey)

C. Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. The project would construct a forensic science crime laboratory facility on a portion of Parking Lot A which is seldom used. The project would not result in displacement of residents or households in the adjacent homes and would not necessitate the construction of replacement housing. Thus, no displacement impacts are expected from the project.

(Sources: Preliminary Site Plan and Site Survey)

3.13 PUBLIC SERVICES

Law enforcement services at the project site are provided by the City of Los Angeles Police Department (LAPD). LAPD's Hollenbeck Station, which is located approximately three miles southwest of the project site in the Boyle Heights community, serves the project site. Additionally, Cal State LA University Police Officers provide police protection, traffic control, emergency response on or near the campus, including the project site. They also provide routine patrol on campus. The LA County Sheriff's Department is located 0.25 mile southeast of the site and the I-10 Freeway.

The project site is served by the Los Angeles Fire Department. The nearest fire station to the project site is Station #16, which is located in the community of El Sereno at 2011 North Eastern Avenue, approximately 0.5 mile northwest of the project site. The Los Angeles County Fire Department headquarters is located one mile south of the site.

While the project site is located on the Cal State LA campus, the project site is located within the service boundaries of the Los Angeles Unified School District. The nearest school to the project site is City Terrace School, which is located approximately 0.3 mile south of the project site.

Health care services in the project area are provided by hospitals, including the Los Angeles County University of Southern California (USC) Medical Center, which is located 2.0 miles west of the project site.

Library services are available at Cal State LA, the Los Angeles County USC Medical Center, and local community colleges and public libraries in the cities of Los Angeles, Monterey Park, and the County of Los Angeles.

According to the Northeast Los Angeles Community Plan, many public services in the area are inadequate, including police protection, schools, parks and recreation centers, and libraries.

(Sources: Site Survey, USGS Los Angeles Quadrangle, City of Los Angeles Police Department, City of Los Angeles Fire Department, and City of Los Angeles General Plan).

- A. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives in terms of fire protection?**

Less than Significant Impact. The proposed Los Angeles Regional Forensic Science Crime Laboratory would change the demand for fire protection service on-site due to the introduction of a structure on an existing parking lot. Chemicals and other materials used at the laboratory may also present fire hazards.

~~The nearest City fire station is located less than one mile from the facility. The County of Los Angeles also has fire protection facilities in close proximity to the site. Construction of the project would be performed in accordance with the Uniform Fire Code and other pertinent state and City regulations. Flammable and hazardous materials would be stored and handled in accordance with current regulations. Thus, the proposed facility would not be a fire hazard. Impacts on fire protection services are expected to be less than significant.~~

(Sources: City of Los Angeles Fire Department and Preliminary Site Plan)

- B. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives in terms of police protection?**

Less than Significant Impact. The proposed forensic science crime laboratory would change the demand for police protection or law enforcement service on the site due to the increase in the number of people on-site and the introduction of a structure. The increase in vehicles on the area roadways and parked in Parking Lot A would also increase the demand for traffic control and police protection. The unique nature of the project – a forensic science crime laboratory that would be shared by the City of Los Angeles Police Department, the County of Los Angeles Sheriffs Department, and Cal State LA – ensures adequate law enforcement presence at the site during normal working hours. The proposed facility would be highly secured due to the nature of on-site activities. However, the City of Los Angeles Police Department would be formally responsible for provision of police protection services to the project site.

Also, the Los Angeles City Police Department and Los Angeles County Sheriff's Department would review the plans to ensure on-site safety and to deter criminal activity. Thus, demand for law enforcement and police protection services is not expected to have a significant adverse impact on existing services. Furthermore, provision of the crime laboratory would also improve and facilitate detective work and would result in overall benefits to police services.

(Sources: Preliminary Site Plan and City of Los Angeles Police Department)

- C. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives in terms of school services?**

No Impact. The proposed forensic science crime laboratory project would not generate a demand for elementary or high school services. There are no Los Angeles Unified School District schools adjacent to the project site, which may be impacted by the proposed project. City Terrace School, which is located approximately 0.3 mile south of the project site, would not be affected by the project.

The proposed project is located on the Cal State LA campus, and would improve educational opportunities for the University students by providing a joint use facility for the University's Criminal Justice Department. This is considered a beneficial impact to school services. The proposed project would not result in adverse impacts to schools.

(Sources: Los Angeles Unified School District, USGS Los Angeles Quadrangle, and Preliminary Site Plan)

- D. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives in terms of parks?**

No Impact. The project site is not an existing park. The proposed forensic science crime laboratory project would not generate a demand for parks and recreational services. No land uses are proposed which may generate a demand for parks and recreational services. There are no parks or recreational facilities adjacent to the project site, which may be impacted by the proposed project. The nearest park to the project site is City Terrace Park, which is located approximately 0.4 mile southwest of the site. The proposed project would not impact this park.

(Sources: City of Los Angeles General Plan, USGS Los Angeles Quadrangle, and Site Survey)

- E. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives in terms of other public facilities?**

Less than Significant Impact. The proposed forensic science crime laboratory project would not directly generate a demand for medical services and facilities. The project may, however, create a demand for library service, as forensic scientists and students use the Cal State LA Library for study and research. Since this use is planned by the Cal State LA Master Plan, no substantial adverse impact is expected to result. Maintenance of this public facility would be added to maintenance activities at the campus. However, the facility is not expected to require extensive maintenance services. Thus, a less than significant impact upon other public facilities is expected to result from the proposed project.

(Sources: Cal State LA Master Plan and Preliminary Site Plan)

3.14 RECREATION

The City of Los Angeles provides recreational services through city parks, recreational programs, and organized activities. Four regional parks, which are over 50 acres in size, are located in the vicinity of the project, including Ernest E. Debs Regional Park, Arroyo Seco Park, Griffith Park, and Elysian Park. The nearest park facility to the proposed project is City Terrace Park, a neighborhood park, which is located at 1126 North Hazard Avenue. The park is owned and operated by the County of Los Angeles. This park is approximately three acres in size and is situated approximately 0.4 mile southwest of the project site. There are no parks or recreational areas adjacent to the project site.

(Sources: City of Los Angeles General Plan, USGS Los Angeles Quadrangle, and Site Survey)

- A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No Impact. The proposed forensic science crime laboratory project is not expected to lead to or encourage on-site employees or visitors to use nearby recreational facilities due to their employment or visit to the proposed crime lab. No increase in the use of nearby recreational facilities would occur as a result of the proposed project. Also, there are no parks or recreational facilities located along the project site, which may be impacted by the proposed project. Thus, no impact is expected.

(Sources: Site Survey, Preliminary Site Plan, and City of Los Angeles General Plan)

- B. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

No Impact. The proposed forensic science crime laboratory would not provide on-site recreational facilities. No park facilities are located adjacent to the project site. Therefore, the project would not affect recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

(Sources: USGS Los Angeles Quadrangle, Site Survey, and Preliminary Site Plan)

3.15 TRANSPORTATION/TRAFFIC

A traffic study has been prepared for the project to analyze the impacts of the proposed facility on traffic, circulation, and transportation. This study is provided in Appendix D and its findings are summarized below.

The project site is bound by State University Drive to the south and Paseo Rancho Castilla to the west.

State University Drive is four-lane east-west roadway that begins at Eastern Avenue and serves as the southern boundary to Cal State Los Angeles. The intersections of State University Drive with Campus Road and Eastern Avenue/Paseo Rancho Castilla are controlled by traffic signals.

Paseo Rancho Castilla is a four-lane divided roadway adjacent to the project site. Paseo Rancho Castilla serves as the northern boundary of the Cal State Los Angeles campus and provides access to many of the on-campus parking facilities.

Eastern Avenue is a four- to six-lane north-south arterial roadway west of the project site. Eastern Avenue provides access to the adjacent San Bernardino Freeway (Interstate 10). Eastern Avenue continues further southward to connect to the Pomona Freeway (State Route 60). To the north, Eastern Avenue becomes Marianna Avenue north of Paseo Rancho Castilla.

Campus Road is a four-lane north-south roadway that terminates at Ramona Boulevard south of the project site. Campus Road crosses I-10 and provides access to the Cal State Los Angeles campus.

The San Bernardino Freeway (I-10) is located south of the project site. The I-10 Freeway provides the most direct access between the project site and downtown Los Angeles.

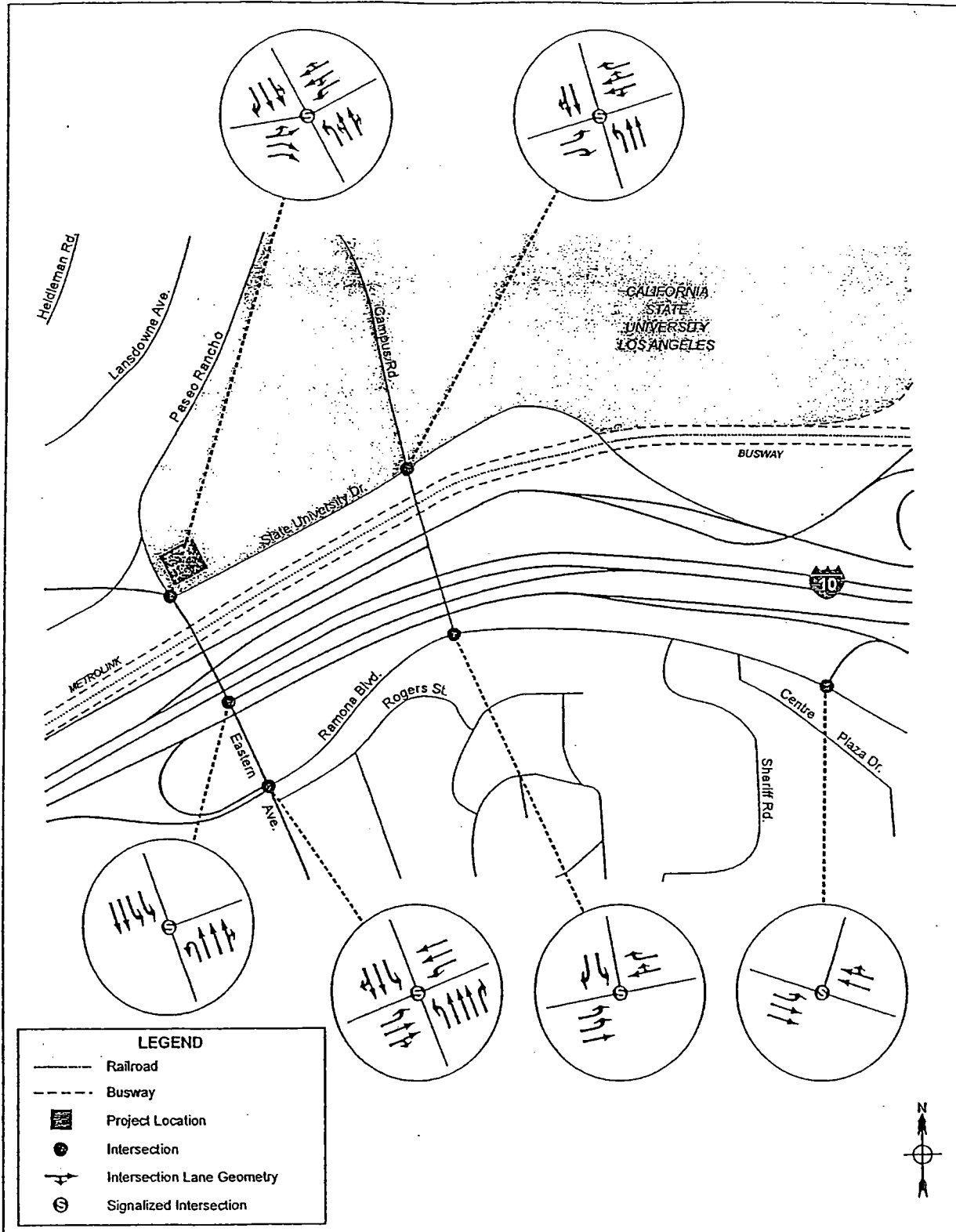
Ramona Boulevard is a four-lane east-west roadway just south of I-10. Ramona Boulevard terminates to the west at an I-10 eastbound off-ramp and to the east at Garvey Avenue. Ramona Boulevard provides access to the southbound Long Beach Freeway (I-710) southeast of the project site. The Ramona Boulevard intersections with Eastern Avenue, Campus Road and the I-710 southbound on-ramp are controlled by traffic signals.

In accordance with the County of Los Angeles CMP requirements, an intersection analysis was performed utilizing the Intersection Capacity Utilization (ICU) Methodology for signalized intersections. The intersections analyzed in the traffic study are listed below. These intersections were selected in consultation with the County of Los Angeles Department of Public Works and the City of Los Angeles Department of Transportation.

1. Eastern Avenue/Paseo Rancho Castilla/State University Drive
2. Eastern Avenue/Interstate 10 Eastbound On-ramp
3. Eastern Avenue/Interstate 10 Westbound Off-ramp/Ramona Boulevard
4. Ramona Boulevard/Campus Road
5. Ramona Boulevard/I-710 Southbound On-ramp
6. State University Drive/Campus Road

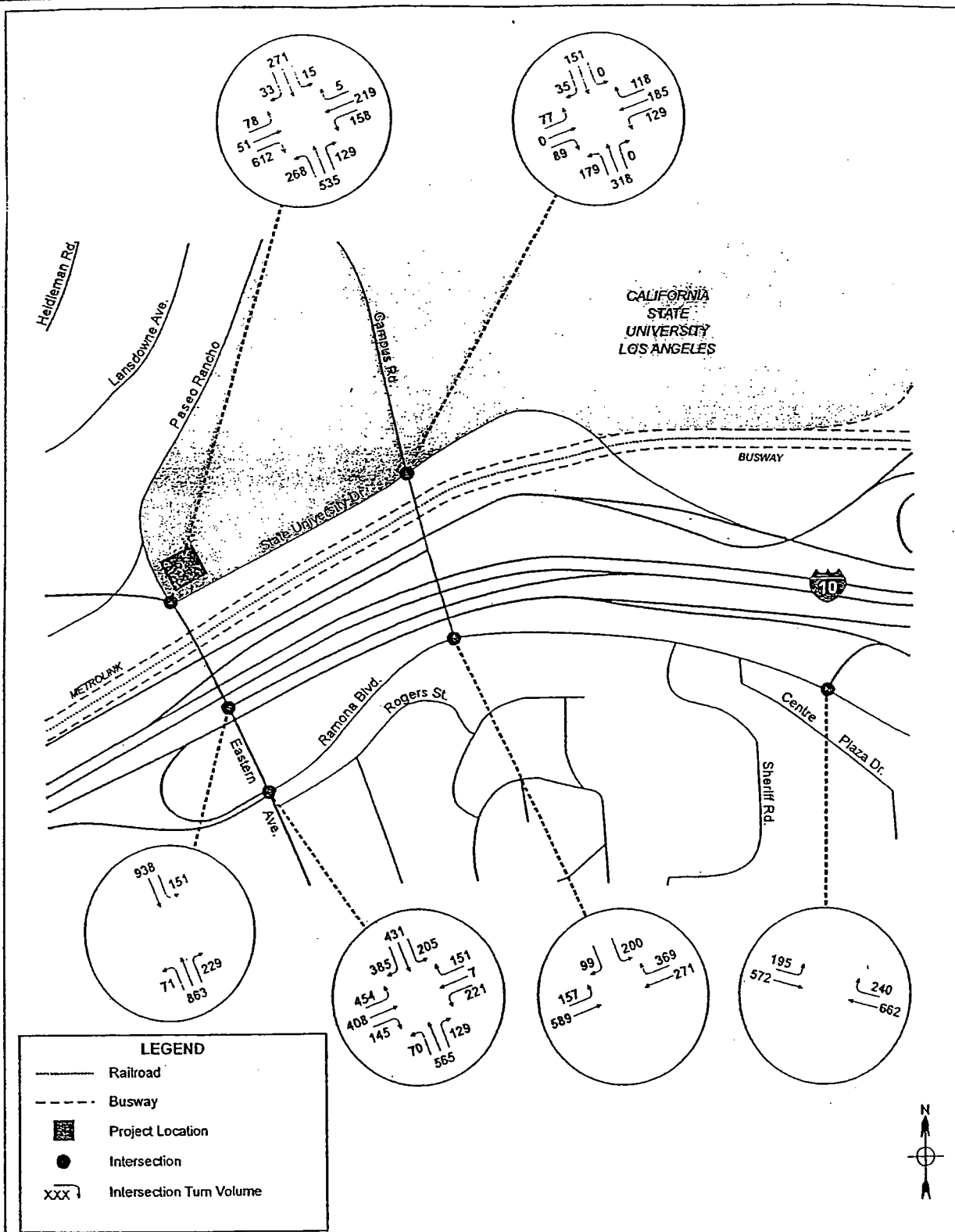
Figure 3-1 shows existing lane configurations and Figures 3-2 and 3-3 show AM and PM traffic volumes, respectively.

As shown by Table 3-8, all of the signalized intersections operate at Level of Service (LOS) C or better during the AM and PM peak hours.



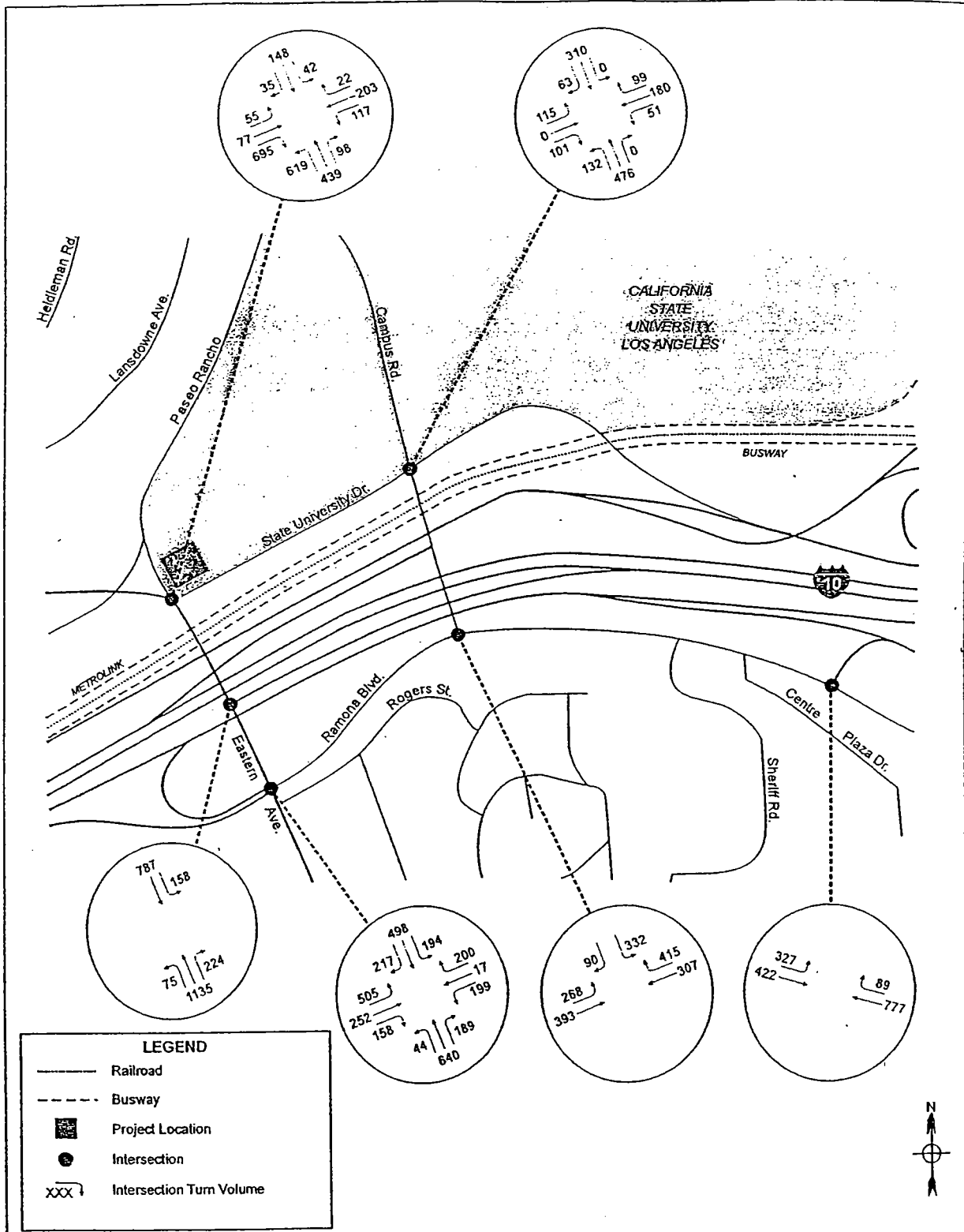
Katz, Okitsu & Associates
Traffic Engineers and Transportation Planners

Figure 3-1
LANE CONFIGURATIONS AND INTERSECTION CONTROL



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Figure 3-2
EXISTING WEEKDAY AM (YEAR 2002) TRAFFIC VOLUMES



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Figure 3-3
EXISTING WEEKDAY PM (YEAR 2002) TRAFFIC VOLUMES

**TABLE 3-8
EXISTING PEAK HOUR INTERSECTION PERFORMANCE**

| Intersection | AM Peak Hour v/c | LOS | PM Peak Hour v/c | LOS |
|---|-----------------------------|------------|-----------------------------|------------|
| Eastern Ave./Paseo Rancho Castilla/ State University Dr. | 0.687 | A | 0.556 | A |
| Eastern Avenue/I-10 EB On-ramp | 0.438 | A | 0.433 | A |
| Eastern Avenue/Ramona Boulevard | 0.776 | C | 0.795 | C |
| Ramona Boulevard/Campus Road | 0.793 | C | 0.617 | B |
| Ramona Boulevard/I-710 SB On-Ramp | 0.504 | A | 0.575 | A |
| State University Drive/Campus Road | 0.423 | A | 0.444 | A |
| Source: Katz, Okitsu & Associates, 2002 | | | | |

The Los Angeles County CMP has defined a series of average traffic growth factors for the County, including the project area (Southeast). These factors are based on regional modeling efforts and are intended to estimate the general effect of continuing development and other population/economic factors that would affect traffic in the region. To simulate the Existing + Ambient Growth Conditions, the existing peak hour volumes were increased by a factor of 1.04 to simulate Year 2005. Table 3-9, shows the projected level of service in year 2005 at peak hours.

**TABLE 3-9
YEAR 2005 PEAK HOUR INTERSECTION PERFORMANCE
(EXISTING + AMBIENT TRAFFIC GROWTH)**

| Intersection | AM Peak Hour v/c | LOS | PM Peak Hour v/c | LOS |
|---|-----------------------------|------------|-----------------------------|------------|
| Eastern Ave./Paseo Rancho Castilla/ State University Dr. | 0.579 | A | 0.574 | A |
| Eastern Avenue/I-10 EB On-ramp | 0.451 | A | 0.446 | A |
| Eastern Avenue/Ramona Boulevard | 0.803 | D | 0.823 | D |
| Ramona Boulevard/Campus Road | 0.821 | D | 0.638 | B |
| Ramona Boulevard/I-710 SB On-Ramp | 0.520 | A | 0.594 | A |
| State University Drive/Campus Road | 0.435 | A | 0.458 | A |
| Source: Katz, Okitsu & Associates, 2002 | | | | |

(Source: Traffic Study for the Los Angeles Regional Forensic Science Crime Laboratory Project California State University – Los Angeles Campus)

- A. Would the project cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

Less than Significant Impact with Mitigation. Use of the proposed Los Angeles Regional Forensic Science Crime Laboratory by laboratory employees and students would result in an increase in the

number of vehicle trips to and from the project site. Trip generation forecasts for the proposed project are provided in Table 3-10, *Project Generated Trips*. Two types of land use were taken into account for this analysis: laboratory operations, which closely match the characteristics of a single tenant office building where employees generally work between the hours of 8AM and 5PM, and educational uses, which were developed assuming that the education activities at the forensics lab would function in a manner similar to the adjacent university land use.

TABLE 3-10
PROJECT GENERATED TRIPS

| Trip Generation Rates | | | | | | | | | |
|--|-----------|----------|-------|------------------|---------------|----------------|------------------|---------------|----------------|
| Land Use | Intensity | Units | Daily | Weekday AM Total | Weekday AM in | Weekday AM out | Weekday PM Total | Weekday PM in | Weekday PM out |
| Single Tenant Office Building (Land Use 715) | - | Employee | 3.62 | 0.52 | 0.46 | 0.06 | 0.50 | 8% | 43% |
| University/College (Land Use 550) | - | Student | 2.38 | 0.21 | 0.17 | 0.04 | 0.21 | 0.06 | 0.15 |
| Forecast Trip Generation | | | | | | | | | |
| Land Use | Intensity | Units | Daily | Weekday AM Total | Weekday AM in | Weekday AM out | Weekday PM Total | Weekday PM in | Weekday PM out |
| Single Tenant Office Building (Land Use 715) | 363 | Employee | 1,314 | 189 | 168 | 21 | 182 | 27 | 154 |
| University/College (Land Use 550) | 322 | Student | 766 | 68 | 11 | 3 | 68 | 4 | 10 |
| Total Trips | - | - | 2,080 | 257 | 179 | 24 | 250 | 31 | 164 |
| Source: Katz, Okitsu & Associates, 2002 | | | | | | | | | |

As shown, approximately 2,080 trips would be added to the surrounding roadway network.

Trip distribution forecasts for the weekday AM and PM peak hours are based on the assumptions that (1) the majority of the project trips would use the freeways to access the project site, and (2) ninety percent of the project trips would utilize the project driveway on Paseo Rancho Castilla (versus the proposed maintenance driveway on State University Drive).

Table 3-11 provides the comparison of the scenarios analyzed within the traffic study. Traffic impacts created by the project can be calculated by comparing the "with ambient growth" condition to the "with ambient growth and project" condition.

TABLE 3-11
DETERMINATION OF SIGNIFICANT TRAFFIC IMPACTS PEAK HOUR INTERSECTION CONDITIONS

| AM Peak Hour | Existing | Existing + Ambient | Existing + Ambient + Project | Diff. | Impact? |
|---|-----------------|-----------------------------------|---|--------------|----------------|
| Eastern/Paseo/State University | 0.561 A | 0.579 A | 0.636 B | 0.057 | No |
| Eastern Avenue/I-10 EB On-Ramp | 0.438 A | 0.451 A | 0.453 A | 0.002 | No |
| Eastern Avenue/ Ramona Blvd. | 0.776 C | 0.803 D | 0.834 D | 0.031 | Yes |
| Ramona Blvd./Campus Rd. | 0.793 C | 0.821 D | 0.828 D | 0.007 | No |
| Ramona Blvd./I-710 SB On-Ramp | 0.504 A | 0.520 A | 0.526 A | 0.006 | No |
| State University Drive/Campus Rd. | 0.423 A | 0.435 A | 0.467 A | 0.032 | No |
| Paseo Rancho Castilla Project Driveway | - | - | 0.4 sec C | - | - |
| State University Drive Project Driveway | - | - | 0.1 sec A | - | - |
| PM Peak Hour | Existing | Existing + Ambient | Existing + Ambient + Project | Diff. | Impact? |
| Eastern/Paseo/State University | 0.556 A | 0.574 A | 0.609 B | 0.035 | No |
| Eastern Avenue/I-10 EB On-Ramp | 0.433 A | 0.446 A | 0.461 A | 0.015 | No |
| Eastern Avenue/ Ramona Blvd. | 0.795 C | 0.823 D | 0.840 D | 0.017 | No |
| Ramona Blvd./Campus Rd. | 0.617 B | 0.638 B | 0.652 C | 0.014 | No |
| Ramona Blvd./I-710 SB On-Ramp | 0.575 A | 0.594 A | 0.615 B | 0.021 | No |
| State University Drive/Campus Rd. | 0.444 A | 0.458 A | 0.463 A | 0.005 | No |
| Paseo Rancho Castilla Project Driveway | - | - | 2.1 sec B | - | - |
| State University Drive Project Driveway | - | - | 0.2 sec A | - | - |
| Source: Katz, Okitsu & Associates, 2002 | | | | | |

Using the County of Los Angeles guidelines for determining acceptable levels of service at intersections during peak hours, the proposed project would have significant impacts at the following intersection during the AM peak hour: Eastern Avenue/Ramona Boulevard.

At the Eastern Avenue/Ramona Boulevard intersection, the existing westbound approach to the intersection provides an exclusive left turn lane, a through lane and a shared through/right-turn lane. The project's traffic impact at that intersection could be reduced to below a level of significance by restriping the shared through/right turn lane as an exclusive right-turn lane. In the absence of pedestrians, right-turning vehicles can move during both the east-west phase and during gaps in northbound traffic. Since this movement is heavier than the through movement during both the AM and PM peak hours, the striping change would improve the intersection level of service by allowing more opportunity for westbound right-turn movements.

Construction of the project would occur inside existing Parking Lot A, and not on the surrounding roadways. Thus, no traffic-related hazards would be introduced by construction activities for the project. Additionally, no incompatible uses would be introduced by the proposed project.

Thus, the project would not increase hazards due to a project design feature or incompatible uses.

(Sources: Preliminary Site Plan and Site Survey)

E. Would the project result in inadequate emergency access?

No Impact. Parking Lot A does not serve as emergency access to the Cal State LA campus or the surrounding area. Thus, construction of the proposed crime lab at the southern end of Parking Lot A would not affect emergency access to the area. Access and emergency access to the adjacent Diagnostic Center would continue to be available through the driveways along Paseo Rancho Castilla, which would be retained as part of the project. Thus, the proposed crime lab is not expected to result in inadequate emergency access.

(Sources: Traffic Study for the Los Angeles Regional Forensic Science Crime Laboratory Project California State University – Los Angeles Campus, Preliminary Site Plan, and Site Survey)

F. Would the project result in inadequate parking capacity?

Less than Significant Impact. There are currently 875 parking spaces in Parking Lot A, which do not include the parking spaces of the Diagnostic Center (provided beside this facility). The proposed project would remove 282 existing spaces but replace 9 spaces, leaving a total of 602 parking spaces in the parking lot. The parking analysis performed by the traffic study assumes, as a worst-case scenario, that all employees and students using the lot would arrive by car and that the average vehicle occupancy rate would be 1.2 occupants per vehicle. Based on this assumption, 570 parking spaces would be required to accommodate the proposed project. Since the parking supply is 602 spaces, adequate parking capacity would result from the proposed project. The structure would serve employees and Cal State LA students generated by the proposed Los Angeles Regional Forensic Science Crime Laboratory expansion, and is expected to have adequate capacity.

(Sources: Traffic Study for the Los Angeles Regional Forensic Science Crime Laboratory Project California State University – Los Angeles Campus, Preliminary Site Plan, and Site Survey)

G. Would the project conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

No Impact. The Metrolink Commuter Rail System's San Bernardino Line provides public transportation service to Cal State LA, with a station near the intersection of Campus Road and State University Drive, approximately 0.2 mile east of the project site. The station platform is located two levels below State University Drive. The proposed crime lab may lead to an increase in the use of this station from employees and students at the proposed facility. However, this increase in use would result in better utilization of public transportation and would not adversely affect Metrolink services. In the Los Angeles General Plan and the Cal State Los Angeles Master Plan, there are no designated bike routes/bike

paths planned along the project site. Therefore, implementation of the proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation.

(Sources: Los Angeles General Plan Transportation Element, Metrolink, Preliminary Site Plan, and Site Survey)

3.16 UTILITIES AND SERVICE SYSTEMS

Water and electrical services to the project site are provided by the Los Angeles Department of Water and Power (DWP). DWP, the largest municipally-owned utility in the United States, provides water and electricity to approximately 3.8 million residents and businesses in its 464 square-mile service area in the City of Los Angeles.

DWP provides water from three sources of supply. In an average year, 75 percent of the water comes from the eastern Sierras, while wells in the San Fernando Valley and other local ground-water basins supply 15 percent. Purchases from the Metropolitan Water District of Southern California (MWD) provide the remaining 10 percent. During drought years, MWD purchases are increased substantially.

Approximately 22 million megawatt (mw) hours of electricity a year are supplied to Los Angeles by DWP. The largest source of this power supply is coal. Natural gas supplies approximately 20 percent of the City's energy, while hydroelectricity accounts for 12 percent, and nuclear sources account for 9 percent. Other power sources include purchased power, wind farms, biomass, solar energy and cogeneration facilities. Power is available on-site through the parking lot lights.

Sewer service to Cal State LA and the project site is provided by City of Los Angeles Bureau of Sanitation. The Los Angeles Bureau of Sanitation operates several treatment plants in the City, including the Hyperion Treatment Plant (HTP), through which sewage from Cal State LA is conveyed and treated. The HTP is located at 12000 Vista del Mar in Playa del Rey and has a capacity for 450 million gallons per day (mgd). The plant currently treats 360 mgd, with an excess capacity of 90 mgd.

Stormwater service to the Cal State LA campus and the project site is provided by storm drainage within the campus. The storm drain extends southwest along State University Drive to County facilities and to the Los Angeles River.

Solid waste pickup is provided by Sinor to the Cal State LA campus. Solid wastes are brought to Los Angeles County landfills which receive approximately 20,000 tons of non-hazardous solid waste each day. About 80% or approximately 16,000 tons per day is disposed of and the remainder is reused or recycled. The City of Los Angeles disposes of about 3,400 tons of refuse per day in the Bradley, Calabasas, and Sunshine Canyon Landfills.

(Sources: Cal State LA Office of Planning and Construction, Los Angeles Bureau of Sanitation, and Los Angeles Department of Water and Power (DWP))

A. Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Less than Significant Impact. The proposed project involves construction of a forensic science crime laboratory on an existing parking lot. Wastewater would be generated by use of the facility and would be disposed into the sewer system. Permits would be obtained ~~for~~ from the Los Angeles City Sanitation Department for disposal of wastewater which exceeds wastewater treatment standards of the Regional Quality Control Board. Liquid hazardous materials generated within laboratories would be collected and stored in the lab in non-flammable storage cabinets, and properly disposed of off-site. Impacts would be less than significant.

(Sources: Preliminary Site Plan and Regional Water Quality Control Board)

B. Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less than Significant Impact. The proposed forensic science crime laboratory project would generate a demand for water and sewage disposal services. The proposed crime laboratory would be connected to the existing water and sewer lines along State University Drive. The demands would not be large enough to require or result in the construction of new water or wastewater treatment facilities. Adequate water supplies and sewage plant capacity are available to serve the project. Therefore, water demands and sewer service provision to the project would not cause significant environmental effects.

(Sources: City of Los Angeles Bureau of Sanitation and Preliminary Site Plan)

C. Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less than Significant Impact. The project involves construction of a forensic science crime laboratory on an existing parking lot. Storm drainage in the surrounding area is provided by catch basins in Parking Lot A. The proposed project would not relocate any existing catch basins. Drainage through the site would be redirected around the proposed structure in order to properly drain the parking lot to existing catch basins. No significant change in runoff volumes would occur. The project would not generate stormwater runoff in amounts that would require the construction of new storm drain facilities. Construction of the proposed project would have less than significant impacts on storm drain facilities.

(Sources: Preliminary Site Plan, USGS Los Angeles Quadrangle, Topographic Survey, and Site Survey)

D. Would the project have sufficient water supplies available from existing entitlements and resources, or are new or expanded entitlements needed?

Less than Significant Impact. The proposed project would result in permanent water use associated with restroom, kitchen, laboratory, landscaping, and maintenance facilities. Project water demand is expected to represent less than 1 percent of total DWP supplies. Thus, adequate supplies would be

available to serve the water demand of the project. Impacts on water supplies would be less than significant.

(Sources: Preliminary Site Plan)

- E. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Less than Significant Impact. The proposed crime lab would result in wastewater generation associated with restroom, kitchen, laboratory, landscaping, and maintenance facilities. The City of Los Angeles Bureau of Sanitation operates the Hyperion Treatment Plant which will serve the project. There is adequate capacity (90 mgd) to serve the project's demand.

(Sources: City of Los Angeles Bureau of Sanitation and Preliminary Site Plan)

- F. Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Less than Significant Impact. The proposed crime laboratory is estimated to generate 1,200 pounds of solid waste per day, based on 6 pounds per 1,000 square feet of floor area. These wastes would be collected as part of the Cal State LA collection services and disposed of at Los Angeles City or County landfills. There is capacity at local landfills to accommodate the solid waste disposal needs of the proposed project. Hazardous waste on-site would be collected by Northern Environmental Services for disposal at landfills accepting hazardous wastes. Impacts on solid waste disposal would be less than significant.

(Sources: Los Angeles County Sanitation District)

- G. Would the project comply with federal, state, and local statutes and regulations related to solid waste?**

No Impact. Refuse collection at Cal State LA, including the project site, is provided by Sinor, Inc. The proposed project would implement paper, cardboard, aluminum can and glass recycling programs on-site. Hazardous materials generated by the proposed project would be disposed of off-site in accordance with federal, state, and local regulations, including OSHA and DOT standards. No conflict with federal, state, and local solid waste regulations would result from the project.

(Sources: Sinor and Preliminary Site Plan)

SECTION 4: MANDATORY FINDINGS OF SIGNIFICANCE

4.1 FINDINGS

The environmental analysis in Section 3 of this document indicates that Los Angeles Regional Forensic Science Crime Laboratory project may have the potential for adverse environmental impacts, relating to air quality, noise, and traffic and circulation. Measures will be incorporated into the project which would mitigate potentially significant adverse impacts to below a level of significance. The following findings can be made regarding the mandatory findings of significance set forth in Section 15065 of the CEQA Guidelines, as based on the results of this environmental assessment:

- The proposed Los Angeles Regional Forensic Science Crime Laboratory project would not have the potential to degrade the quality of the quality of the environment. There are no sensitive plant or animal species on site and the proposed project will not reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. The proposed project is not expected to eliminate important examples of the major periods of California history or prehistory.
- The proposed Los Angeles Regional Forensic Science Crime Laboratory project would not have the potential to achieve short-term goals to the disadvantage of long term environmental goals. The proposed project would advance the City and County of Los Angeles' and Cal State LA's long-term goals of providing facilities that support both high quality law enforcement work and education.
- The proposed Los Angeles Regional Forensic Science Crime Laboratory project would not have environmental impacts which are individually limited but cumulatively considerable when considering planned or proposed development in the immediate vicinity of the site.
- The proposed project would not have environmental impacts that may have adverse effects on humans, either directly or indirectly, with implementation of the recommended mitigation measures. Therefore, the project would not result in an adverse effect on humans either directly or indirectly.

The ~~County of Los Angeles Sheriff's Department~~ State of California Office of Criminal Justice Planning will consider the adoption of a Mitigated Negative Declaration for the proposed Los Angeles Regional Forensic Science Crime Laboratory project. The recommended mitigation measures presented in Section 4-2, below, shall be incorporated as part of the project to prevent the potential for significant adverse impacts.

4.2 MITIGATION MEASURES

The environmental analysis in Section 3 of this document indicates that Los Angeles Regional Forensic Science Crime Laboratory project has the potential to generate significant adverse impacts in terms of Air Quality, Noise, and Transportation/Traffic. To mitigate these impacts, the following mitigation measures will be implemented as part of the project:

Air Quality

For Dust Control:

- Use enhanced dust control measures. The menu of enhanced dust control measures includes the following:
- Water all active construction areas at least twice daily.
- Cover all haul trucks or maintain at least two feet of freeboard.
- Pave or apply water four times daily to all unpaved parking or staging areas.
- Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
- Cover or water twice daily any on-site stockpiles of debris, dirt, or other dusty material.
- Suspend all operations on any unpaved surface if winds exceed 25 mph.
- Hydroseed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.

For Construction Equipment Emissions:

- Require 90-day low-NO_x tune-ups for off-road equipment.
- Limit allowable idling to 10 minutes for trucks and heavy equipment.

For Off-Site Emissions:

- Encourage car pooling for construction workers.
- Limit lane closures to off-peak travel periods.
- Park construction vehicles off traveled roadways.
- Wet down or cover dirt hauled off-site.
- Wash or sweep access points daily.
- Encourage receipt of materials during non-peak traffic hours.
- Sandbag construction sites for erosion control.

Noise

- Construction activities should be limited to the hours of 7 a.m. to 7 p.m. on weekdays during times when non-project activities throughout the area will mask any local project noise impacts.
- Site contractors shall use the quietest equipment available and any stationary on-site sources such as generators or compressors shall be located in areas where they least impact ongoing noise-sensitive activities such as the adjacent elementary school/diagnostic center.
- All on-site construction equipment shall have properly operating mufflers.
- Existing traffic noise shall be reduced by providing adequate structural noise attenuation on the southern side of the proposed facility. A minimum noise level reduction (NLR) of 23 dB shall be incorporated into structural design. Once a final building envelope is selected, certification that a minimum NLR of 23 dB will be achieved shall be prepared. A 23-dB reduction is

expected to be achieved with standard design practice as long as the windows on the southern side of the building can remain in the closed position through provision of supplemental ventilation.

- On-site utility equipment (HVAC system) and mechanical systems such as elevator motors shall comply with all applicable building code noise abatement requirements, and shall be located either in the shielded service area or at roof level so as to minimize noise perception at any adjacent noise sensitive campus uses.

Transportation/Traffic

- At the east leg of the Eastern Avenue/Ramona Boulevard intersection, the existing westbound shared through/right turn lane shall be restriped as an exclusive right-turn lane.

SECTION 5: LIST OF PREPARERS/REFERENCES

5.1 PREPARERS OF THE INITIAL STUDY

David Evans and Associates, Inc.

800 North Haven Avenue, Suite 300
Ontario, California 91764
(909) 481-5750

Karen Ruggels, Project Manager
Josephine Alido, Senior Environmental Planner
Alicia Cox, Environmental Planner/Analyst

5.2 REFERENCES

The following references were used in the preparation of this Initial Study and are available for review by the public at the offices of the LA County Sheriff's Department at 1000 Fremont Avenue in Alhambra, California 91803 or at the offices of David Evans and Associates at 800 North Haven Avenue, Suite 300, Ontario, California 91764 during normal business hours.

California Department of Agriculture, Soil Conservation Service, Report and General Soil Map for Los Angeles County, California, December 1969.

California Department of Finance, E-5 Report, Population and Housing Estimates for California Cities, January 1999, January 2000, and January 2001.

California Office of Planning and Research, California Environmental Quality Act and the CEQA Guidelines, 2002.

County of Los Angeles, Los Angeles County Safety Element and Technical Appendix, December 1990.

City of Los Angeles, City of Los Angeles General Plan.

City of Monterey Park, General Plan, 1985.

National Research Council, Committee on Hazardous Substances in the Laboratory. Prudent Practices for Handling Hazardous Chemicals in Laboratories. National Academy, Washington, DC, 1981.

Metrolink, Southern California's Commuter Rail System, Station Information. <http://www.metrolinktrains.com/>. 13 May 2002.

Southern California Earthquake Data Center, Historical Earthquakes in Southern California. <http://www.scecdc.scec.org/>. 3 May 2002.

U.S. Bureau of Census, 2000 U.S. Census.

U.S. Department of Justice Federal Bureau of Investigation, Handbook of Forensic Services, 1999.

U.S. Environmental Protection Agency, Envirofacts Database, 2002.

U.S. Geological Survey, Los Angeles Quadrangle, 1974.

5.3 PERSONS CONTACTED

Roger Jackal, Capital Planning Design and Construction
California State University Chancellor's Office

Ali Izadian, Director of Planning and Construction
California State University, Los Angeles

Sarab Singh, Office of Planning and Construction
California State University, Los Angeles

Frank Ford, Office of Environmental Health and Safety
California State University, Los Angeles

Kevin Brady, Office of Environmental Health and Safety
California State University, Los Angeles

Sam Sklar, Facilities Project Manager
County of Los Angeles Sheriff's Department

Paul Davidson, Real Estate Services Division
State of California Department of General Services

Lynne Rodrian, Environmental Division
State of California Department of General Services

Randy Matsuyama
South Coast Air Quality Management District

Appendix A – Environmental Checklist

ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Los Angeles Regional Forensic Science Crime Laboratory Project
2. Lead Agency Name and Address:

| | |
|--|--|
| <u>State of California</u> <u>Office of Criminal Justice</u> <u>Planning</u> <u>1130 K Street, LL300</u> <u>Sacramento, CA 95814</u> | County of Los Angeles Sheriff's Department 1000 South Fremont Avenue, Unit 47 Bldg A9 East, 5th Floor North Alhambra, CA 91803 |
|--|--|
3. Contact Person and Phone Number: Wayne Strumpter
~~Sam Sklar (626) 300-3014~~
4. Project Location: In the southwest corner of the Cal State LA campus, at the northeast corner of the State University Drive/Eastern Avenue/Paseo Rancho Castilla intersection in the City of Los Angeles.
5. Project Sponsor's Name & Address: County of Los Angeles Sheriff's Department
1000 South Fremont Ave, Unit 47
Bldg A9-East, 5th Floor North
Alhambra, CA 91803
6. General Plan Designation: Public Facility (PF)
7. Zoning: Public Facility (PF-1)
8. Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheet(s) if necessary.)

The proposed project would develop a forensic science crime laboratory facility that would house the Los Angeles Police Department's and Los Angeles County Sheriff's Department's Forensic Crime Laboratory, science laboratories and classroom facilities for Cal State LA. The building would be five stories tall plus a penthouse – totaling approximately 100 feet in height. When complete, approximately 363 employees would occupy the building, as well as 322 students. It would be located in the southwest corner of the Cal State LA campus, occupying approximately 13 percent or 0.83 acres of existing Parking Lot A.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings.)

Existing single-family homes are located to the west and northwest of the project site. Other Cal State LA facilities, including the Diagnostic Center of Southern California, are located to the east and northeast of the project site. The San Bernardino (I-10) Freeway is located to the south. A single family residential community is located on the south side of the I-10 Freeway.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Board of Trustees of the University of California, Los Angeles

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input checked="" type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning |
| <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input checked="" type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Robert A. Sleppy
Signature

Robert A. Sleppy
Printed name

12-27-02
Date

California Department of General Services
For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL ANALYSIS QUESTIONS:

| Issues: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------------|--|-------------------------------------|-------------------------------------|
| I. AESTHETICS. Would the project: | | | | |
| a) Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| II. AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project: | | | | |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project: | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Issues: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|-------------------------------------|
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IV. BIOLOGICAL RESOURCES. Would the project: | | | | |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Issues: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|-------------------------------------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| V. CULTURAL RESOURCES. Would the project: | | | | |
| a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| VI. GEOLOGY AND SOILS -- Would the project: | | | | |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on expansive soil, as defined in Table 18-1- | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Issues:

B of the Uniform Building Code (1994), creating substantial risks to life or property?

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

| Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
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VII. HAZARDS AND HAZARDOUS MATERIALS.
Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Issues:

where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

VIII. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

f) Otherwise substantially degrade water quality?

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

| Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
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j) Inundation by seiche, tsunami, or mudflow?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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IX. LAND USE AND PLANNING. Would the project:

a) Physically divide an established community?

| | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

| | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

| | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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X. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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XI. NOISE. Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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| Issues: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
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| of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| XII. POPULATION AND HOUSING. Would the project: | | | | |
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| XIII. PUBLIC SERVICES. Would the project: | | | | |
| a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other public facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| XIV. RECREATION. Would the project: | | | | |
| a) Increase the use of existing neighborhood and regional | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Issues:

| Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
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parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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XV. TRANSPORTATION / TRAFFIC. Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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e) Result in inadequate emergency access?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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f) Result in inadequate parking capacity?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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XVI. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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b) Require or result in the construction of new water or

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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| Issues: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
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| wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | | | | |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

| | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat or a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Enclosure C



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 24, 2003

Joint Power Authority
4700 Ramona Blvd. 4th Floor
Monterey Park, CA 91754-2169

Dear Joint Powers Authority,

**APPROVAL OF THE JOINT CRIME LABORATORY FACILITY SUBLEASE
BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
AUTHORITY AND THE COUNTY OF LOS ANGELES**

THE RECOMMENDED ACTION:

1. Approve and authorize the Chair to sign the Crime Laboratory Facility sublease between the Los Angeles Regional Crime Laboratory Facility Authority (JPA) and the County of Los Angeles (County), subject to approval of the amendment to the Joint Powers Agreement by the City of Los Angeles and the County of Los Angeles.
2. Direct the JPA Chair to transmit executed originals of the sublease to the County of Los Angeles Board of Supervisors for consideration and approval.

PURPOSE OF THE RECOMMENDED ACTION

Approval of the recommended action will authorize the JPA to enter into a 75-year sublease with the County for the County's portion of the Regional Crime Laboratory Facility (Facility). The County Board of Supervisors must also approve the sublease.

A Tradition of Service

JUSTIFICATION

In general, the Facility will be used jointly by the County of Los Angeles Sheriff's Department, the City of Los Angeles Police Department, and the California State University and various interested state and local criminal justice agencies and educational institutions for forensic science related functions and related criminal justice educational programs. The subleases define each agencies subleased premises, and provide for: (1) the operation and maintenance obligations of the JPA; (2) the payment of rent by the sub lessees for operation and maintenance costs; (3) the establishment of an extraordinary repair fund; (4) insurance and indemnification requirements; (5) dispute resolution; and (6) the establishment of certain concession rights of the University.

Your approval of the recommended action is subject to the City and County's approval of the amendment to the Joint Powers Agreement. The amendment will be presented to City and County next month.

FINANCING

Funding for the design and construction of this project is being provided by the State. Operating expenses for the Facility will funded by the sub lessees in accordance with the terms of the subleases.

CONTRACTING PROCESS

Not applicable.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

Prior to approval of the recommended action, the JPA, as a responsible agency under the California Environmental Quality Act, must have considered and approved the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project, as adopted by the State, as lead agency. The State's Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been presented to your Board under separate cover.

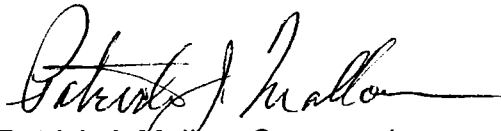
CONCLUSION

Please return one approved copy of this letter to the Los Angeles County Sheriff's Department, Los Angeles Police Department, Los Angeles City Attorney, Los

Joint Powers Authority
April 24, 2003
Page 3

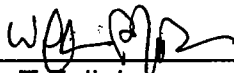
Angeles City Chief Administrative Office, Los Angeles County Chief Administrative Office, Los Angeles County Counsel, California State University, California State Public Works Board, California Department of General Services and California Office of Criminal Justice Planning.

Respectfully submitted,



Patrick J. Mallon, Commander
Project Coordinator

Adopt and Approve:



William T. Fujioka,
Los Angeles City Administrative Officer
and Chairperson of the Joint Powers Authority

4-24-03

Date

Joint Powers Authority
April 24, 2003
Page 4

cc: Los Angeles City Administrative Officer
Los Angeles Police Department
Los Angeles City Attorney
Los Angeles County Counsel
Los Angeles County Sheriff's Department
Los Angeles County Chief Administrative Officer
California State University Los Angeles
California State Public Works Board
California Department of General Services
California Office of Criminal Justice Planning

**JOINT CRIME LABORATORY FACILITY SUBLEASE AGREEMENT BY AND
BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
AUTHORITY AND THE COUNTY OF LOS ANGELES**

This Joint Crime Laboratory Facility Sublease Agreement ("Sublease"), dated _____, is made and entered into by and between the Los Angeles Regional Crime Laboratory Facility Authority (the "Authority"), as sublessor, and the County of Los Angeles, a body corporate and politic, ("County" or "Sublessee"), as sublessee.

WITNESSETH:

WHEREAS, the Los Angeles Regional Crime Laboratory Facility Authority is a joint powers entity entered into pursuant to the provisions of the California Government Code Section 6500, *et seq.*, acting by and through its Board. The contracting parties to the Joint Exercise of Powers Agreement are the County of Los Angeles, on behalf of the Los Angeles County Sheriff's Department ("LASD") and the City of Los Angeles, on behalf of the Los Angeles Police Department ("LAPD"); and

WHEREAS, the California State University (the "University") is an agency of the State of California acting by and through its Board of Trustees ("Trustees"); and

WHEREAS the State legislature, pursuant to Sections 18 and 18.5 of Chapter 1124, Statutes of 2002 (codified, in part, as Section 14669.21 of the Government Code) determined there was a need for a regional crime laboratory facility in Los Angeles County, and that the State is benefited when multiple state and local criminal justice and educational agencies can use, maintain, staff, and operate a regional crime laboratory facility; and

WHEREAS, pursuant to Government Code Section 14669.21 (a) the Director of the Department of General Services (the "Department") is authorized to acquire, develop, design, and construct on the Los Angeles campus of the California State University, an approximately 200,000 gross square foot regional crime laboratory facility, necessary infrastructure and surface

parking to accommodate approximately 600 vehicles, said parking having been reduced to 400 vehicles pursuant to a scope change (the "Project"); and

WHEREAS, the Trustees, as lessor, will enter into a ground lease (the "Ground Lease") with the Department, as lessee, for the Site, located on the California State University, Los Angeles campus, for a period of seventy-five (75) years, to facilitate the financing and construction of the Project; and

WHEREAS, the Department, as sublessor, and the State Public Works Board (the "SPWB"), as sublessee, will enter into a site lease (the "Site Lease") to facilitate the financing, through the issuance by the SPWB of lease revenue bonds, negotiable notes or negotiable bond anticipation notes (the "Bonds") and construction of the Project; and

WHEREAS, the SPWB, as sublessor, and the State Office of Criminal Justice Planning (the "OCJP"), as sublessee, will enter into a facility lease (the "Facility Lease"), leasing the Facility (the Site, together with the Project, is the "Facility") to the OCJP, with the OCJP to provide for repayment of the Bonds; and

WHEREAS, the OCJP, as sublessor, pursuant to Government Code Section 14669.21(e) is authorized to enter into a sublease with the Authority, as sublessee, for the Facility; and

WHEREAS, the Authority, as sublessor, has been authorized through the Ground Lease and OCJP Lease to enter into subleases with the Trustees, the County and the City for portions of the Facility; and

WHEREAS, the Authority, as sublessor, desires hereby to sublease the Subleased Premises, as defined herein, to the County, as sublessee; and

WHEREAS, when the Bonds have been paid in full or provided for in accordance with their terms, then pursuant to Government Code Section 14669.21(f) the Department shall assign

the Ground Lease entered into pursuant to Government Code Section 14669.21(a), and transfer its interest in the Project, to the Authority (or its successor agency); and

WHEREAS, the Trustees shall continue as lessor of the Site and the Authority shall be the lessee of the Site, and pursuant to Section 14669.21(f) this Sublease between the Authority and the County shall continue with the Authority, as lessor of the Project, instead of as sublessor, and the County as lessee of the Subleased Premises, instead of as sublessee, unless otherwise amended as agreed to by the parties; and

WHEREAS, pursuant to Section 14669.21(a), at the end of the Ground Lease term, unencumbered title to the land shall return to the Trustees and, at the option of the Trustees, ownership of any improvements constructed on the Site; and

WHEREAS, the County recognizes the benefits to the LASD of participating in the Facility under the terms of this Sublease for the provision of space for LASD forensic science functions to be housed in the Facility, including the designation of space in the Facility for shared use with the LAPD; and

WHEREAS, for the reasons set forth above, the Authority and County desire to enter into this Sublease.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Subleased Premises.

The Authority subleases to Sublessee the space in the Facility as set forth in the drawings and maps attached hereto as Exhibit A (the "Subleased Premises"). The Subleased Premises consists of approximately 50,156 useable square feet or 43 percent of the Project, and related parking usage on the Site as provided for in Section 15, below. Notwithstanding the above, the "Subleased Premises" shall consist of the space in the Facility designated for occupancy by the

Sublessee, as approved by the LASD, in the Final As-Built Drawings. If there is any conflict between Exhibit A and the Final As-Built Drawings, the Final As-Built Drawings shall control.

Section 2. Purpose and Use.

The parties hereby agree that the use of the Facility includes the operation of a regional criminal justice laboratory facility and for such other purposes as may be ancillary and related thereto. The Subleased Premises shall be used by the Sublessee during the term hereof for the provision of space for LASD forensic science functions to be housed in the Facility, including the designation of space in the Facility for shared use with the LAPD.

Section 3. Term.

This Sublease shall commence on the date of recordation in the Office of the County Recorder of the County of Los Angeles, California, of the notice of completion of the construction of the Project (the "Commencement Date"). Responsibility to determine completion and to file the notice shall be in the State Department of General Services as part of its responsibility for construction of the Project. The term of this Sublease shall be coterminous with the term of the Ground Lease.

Section 4. Rent.

Sublessee shall not be obligated to pay rent, but shall be responsible for and obligated to pay Facility Operating Costs, Pass-Through Costs and other monies as indicated herein.

Section 5. Care, Maintenance and Repair Services.

(a) Throughout the term of this Sublease, the Authority shall be responsible for routine maintenance and repair of the Facility. The Authority shall cause the Facility to be maintained in good condition and in a condition which is comparable to the general condition of other buildings, parking lots and grounds on the California State University, Los Angeles campus, and

subject to the limitation on Extraordinary Repair below. In addition, the Authority shall maintain or cause to be maintained the Subleased Premises, subject to Sublessee's option to maintain the Subleased Premises, in such condition as to meet the legal requirements, if any, for a local law enforcement crime laboratory facility. Should the Sublessee opt to maintain the Subleased Premises, the Sublessee shall maintain the Subleased Premises to the same standards to which the Authority is obligated to maintain the Facility and Subleased Premises as provided for herein and in the OCJP Lease.

(b) "Extraordinary Repair" of the Facility is agreed to include the repair and/or replacement of the structural elements of the Facility, including without limitation all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intra-building network cable, elevators (including elevator hydraulic systems and casing for elevator ram), heating, ventilating and air conditioning system, fire sprinklers and any other life safety systems, if applicable, and the exterior windows of the Facility. The Authority shall perform Extraordinary Repair consistent with the standards set forth in subsection (a), above. Except for damages resulting from perils to be covered by insurance (commercial and self-insurance) pursuant to Section 7 of the Facility Lease, the cost of Extraordinary Repair shall be funded by the Extraordinary Repair Fund, to the extent that funds are available in the Extraordinary Repair Fund established in Section 6(c). Extraordinary Repair, the cost of which exceeds the amount then available in the Extraordinary Repair Fund, may be performed and funded through agreement of the Authority, the Sublessee and the City and Trustees, as sublessees. If the parties agree to fund the cost of Extraordinary Repair that exceeds the amount then available in the Extraordinary Repair Fund, the funding of the cost of Extraordinary Repair that exceeds the amount then available in the Extraordinary Repair Fund

shall be allocated based upon each parties' Proportionate Share, as defined below, unless the structural element of the Facility in need of repair or replacement is primarily or exclusively within the use and control of one or more subtenants of the Authority, in which case, the parties shall use their best efforts to agree to an alternative, equitable funding allocation.

Notwithstanding the above, no party shall be obligated to perform and fund Extraordinary Repair, the cost of which exceeds the amount then available in the Extraordinary Repair Fund in the absence of the agreement of all of the above parties.

(c) The Authority will not adopt a program to use inmates or work release inmates to provide services at the Facility.

Section 6. Payment of Facility Operating Costs, Pass-Through Costs, and Contributions to the Extraordinary Repair Fund.

With the exception of the payment of Bonds which are to be paid by the OCJP, the Authority's costs and expenses associated with the operation and maintenance of the Facility shall be paid by the subtenants. Unless expressly excluded in the sublease agreements with the Authority, each subtenant shall be responsible for and pay its "Proportionate Share" for all such costs and expenses, whether categorized as "Facility Operating Costs," "Extraordinary Repair" costs or "Pass-Through Costs," as defined herein and in Section 5(b), above. All payments required hereunder shall be made to the County Auditor-Controller, 525 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, to the credit of the Authority.

(a) Facility Operating Costs.

The Sublessee, and any other subtenants, shall be responsible for and shall pay for Facility Operating Costs as those costs are defined and set forth in Exhibit D hereto. It is

understood that the Authority may opt to enlist the services of the Sublessee, a member of the Authority, and/or a private vendor to carry out the ongoing provision of utilities, custodial services, security services, and maintenance and repair services of the Facility. Sublessee shall pay its "Proportionate Share" of the Facility Operating Costs associated with the maintenance and operation of the Facility. "Proportionate Share" shall mean the number of useable square feet of the Subleased Premises or any other portion of the Facility leased or subleased by Sublessee (not including Common Areas), divided by the number of useable square feet of the Facility (not including Common Areas). The parties shall review actual Facility Operating Costs after the first year of occupancy of the Facility, and based thereon, may agree to an alternative allocation of Facility Operating Costs and definition of "Proportionate Share," which allocation and definition may be modified thereafter from time to time as agreed to by the parties.

(b) Pass-Through Costs.

The Sublessee, and any other subtenants, shall be responsible for and shall pay for Pass-Through Costs as those costs are defined and set forth in Exhibit E hereto.

(c) Extraordinary Repair Fund.

The Authority shall establish or cause to be established an Extraordinary Repair Fund, in an interest-bearing account with the County Auditor-Controller. The Sublessee and any other subtenants shall pay an amount equal to each parties' Proportionate Share of the annual contribution agreed to by the parties for deposit into the Extraordinary Repair Fund (the "Annual Contribution"). The initial Annual Contribution agreed to by the parties shall be Two Hundred Thousand Dollars (\$200,000) as of the Commencement Date. The "Maximum Fund Amount" shall be Five Million Dollars (\$5,000,000), including contributions and interest.

After the Bonds have been repaid in full, the parties shall use their best efforts to ensure that Extraordinary Repair Fund will not be less than the cost of demolition of the Facility, taking into account the performance of Extraordinary Repair that may temporarily deplete the Extraordinary Repair Fund and that a reasonable period may be required to replenish the Extraordinary Repair Fund. The "Cost of Demolition" shall mean that amount necessary to completely demolish the Project and grade the Site. The parties agree that the current projected Cost of Demolition is Two Million Dollars (\$2,000,000).

At least every five (5) years the parties shall review the Annual Contribution, the Maximum Fund Amount and the Cost of Demolition. Upon agreement of the parties, the Annual Contribution may be discontinued if the Maximum Fund Amount is achieved, or it may be increased or decreased based upon a revision to the Maximum Fund Amount, as agreed to by the parties based upon a revision to the cash flow projection of amounts necessary to perform Extraordinary Repair, depletion of the Extraordinary Repair Fund due to expenditures for Extraordinary Repair, or adjustment to the Cost of Demolition, as agreed to by the parties based upon reasonable estimate of the actual Cost of Demolition at the time the adjustment is made.

Amounts payable hereunder for deposit into the Extraordinary Repair Fund shall be due and payable at the same time and in the same manner as charges for Facility Operating Costs. All interest earnings and income on amounts on deposit in the Extraordinary Repair Fund shall be retained therein. The Authority shall notify the Sublessee in writing of any proposed disbursement or application of amounts on deposit in the Extraordinary Repair Fund.

The Authority shall only disburse or apply the Extraordinary Repair Fund for the purpose of performing and completing Extraordinary Repair.

Upon termination of the Ground Lease, all amounts on deposit in the Extraordinary Repair Fund shall, at the option of the Trustees, be provided to the Trustees for demolition of the Facility or, if the Facility is not to be demolished or if the Extraordinary Repair Fund exceeds the Cost of Demolition, the remaining funds shall be divided between the Sublessee and other subtenants in proportion to the lesser of: a) the useable square footage of the Facility then occupied by each party; or b) the pro rata percentage of amounts actually paid into the Extraordinary Repair Fund by each party. Should the Cost of Demolition exceed the amounts then available in the Extraordinary Repair Fund, the parties agree to share the excess Cost of Demolition pursuant to each parties' Proportionate Share. Demolition of the Facility shall occur within one (1) year of the termination of the Ground Lease. If demolition does not occur within that time, the funds shall be divided among the parties as provided for above.

(d) Inspection and Audit of Records.

Authority and Sublessee shall each maintain a method of accounting of their respective receipts and disbursements relating to the Facility Operating Costs, Pass-Through Costs and the Extraordinary Repair Fund. All documents, books and accounting records shall be open for inspection by Authority and Sublessee with reasonable prior notice during the term of this Sublease and for a reasonable period, not to exceed two years, thereafter.

Section 7. Insurance and Indemnification.

(a) Indemnification.

Pursuant to the provisions of Section 895.4, *et seq.*, of the California Government Code, the Authority and Sublessee each agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Sublease.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or otherwise determined as provided herein.

The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

To the extent that any loss, claim for personal property or other damage, claim or suit alleging liability against the Authority is not covered by insurance benefiting the Authority, Sublessee shall pay the Authority for all damages, costs, and costs of defense to the extent the costs and/or damages are attributable to the acts or omissions of the Sublessee, its employees, agents, contractors and/or invitees.

If an investigation has been conducted by an insurer for the Authority, the parties agree that findings as to the existence and proportion of liability as to the Authority, Sublessee and/or other subtenants by Authority's insurer shall be presumed to be accurate and the party challenging such findings bears the burden of proof and persuasion. The Authority and Sublessee agree to fully cooperate with all such investigations.

(b) Insurance.

Without limiting the indemnification provisions above, Sublessee and its subtenants and assignees, at their own cost and expense, shall, prior to any possession or other use of the Subleased Premises, secure from an insurance company or companies licensed in the State of California and maintain during the entire lease term of this Sublease, the following insurance coverage for the Subleased Premises:

1. General Liability Insurance . General liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability.

2. Workers' Compensation. By signing this Sublease, Sublessee hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may

apply during the term of this Sublease. A Waiver of Subrogation in favor of the Authority is required.

3. Additional Insureds. Sublessee agrees that the Department, the SPWB, the OCJP, the Authority, the City, the Trustees and their boards, officers, agents and employees shall be included as additional insureds in all General Liability insurance required herein.

4. Sublessee's Property. The Authority will not insure Sublessee's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Sublessee's subtenants or assignees, if any, or invitees. The Authority shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Subleased Premises by Sublessee caused by fire or other casualty, or to replace any such personal property or trade fixtures. Sublessee may, at Sublessee's sole option and expense, obtain physical damage insurance covering Sublessee's equipment, stored goods, other personal property, fixtures or tenant improvements or obtain business interruption insurance.

5. Notice of Change in Insurance. All insurance policies required under this Sublease shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice, or ten (10) days written notice for non-payment of premium, by receipted delivery has been given to the Authority, City and Trustees as provided for in Section 29, below, and to the following:

(a) California State University, Attn: Office of the Chancellor, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

(b) City Attorney, Bonds and Insurance Section, City Hall, Room 1225, 200 North Spring Street, Los Angeles, California 90012.

The address to which notices shall be mailed as provided for above may be changed by written notice given by such party to the other parties as provided for in Section 29.

6. Adjustment of Insurance Levels. The Authority reserves the right at any time during the lease term or any extension or holdover of this Sublease, applying generally accepted risk management principles, to change the amounts and types of insurance required hereunder upon giving Sublessee ninety (90) days prior written notice.

7. Waiver of Subrogation . With respect to property damage, the OCJP, Authority, Trustees, City and County agree to waive their rights of subrogation for any claim applicable to the California Standard Fire Policy with Extended Coverage and Vandalism and Malicious Mischief endorsements or from perils insured under any commercial property insurance listed in this agreement or the Facility Lease Agreement.

8. Self-Insurance. Notwithstanding the other provisions of this Section, the Sublessee may satisfy the obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provision, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Sublessee and acceptable to Authority. The Sublessee shall furnish Authority with a certificate or other written evidence of the Sublessee's election to provide all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

Section 8. Dispute Resolution.

Any dispute arising under this Sublease which cannot be mutually resolved by the parties shall be referred to non-binding arbitration. Disputes pertaining to an issue of legal interpretation or as to which declaratory relief or injunctive relief is sought, are not required to be submitted to arbitration.

The parties to the dispute shall mutually select an impartial arbitrator. If the parties cannot agree the parties shall request the American Arbitration Association or another recognized arbitration association to provide a list of five qualified impartial arbitrators. Each side shall alternately strike one name from the list until one name remains. The remaining person on the list shall become the arbitrator. All parties shall cooperate in any such arbitration process, which cooperation shall include the expeditious production of non-privileged relevant documents and evidence.

Section 9. Notification to Authority.

Sublessee shall promptly notify the Authority with respect to: (1) any enforcement, cleanup, or other regulatory action taken or threatened by any outside governmental or other regulatory authority with respect to the presence of any hazardous material on the Subleased Premises and/or Facility or the migration thereof from or to other property, (2) any demands or claims made or threatened by any party against the Sublessee, relating to any loss or injury resulting from any hazardous material, (3) any release, discharge, non-routine, improper or unlawful disposal or transportation of any hazardous material on or from the Subleased Premises and/or Facility, and (4) any matters where the Sublessee is required by law to give a notice to any governmental or regulatory authority respecting any hazardous material on the Subleased Premises and/or Facility.

(c) The Sublessee will permit the Authority and its agents to enter the Subleased Premises upon reasonable notice for the purpose of performing routine maintenance and repairs to the Facility, to perform Extraordinary Repair, and for the purposes of inspection, or any other lawful purpose.

(d) The Authority will have the right to enter the Subleased Premises, without notice, in the event of an emergency that has the potential of causing damage or destruction to any portion of the Facility and/or the Facility building systems and/or anything that could cause material disruption to the intended purpose of the Facility. The Authority shall notify the Sublessee of an entry necessitated by an event of emergency as soon as is reasonably practical given the circumstances.

Section 10. Concurrence from Trustees.

The Authority shall be required to obtain concurrence from the Trustees, or its designated agent, for the change in use of the Facility, expansion of the Facility or change with regard to space occupied by the CSU Trustees.

Section 11. Waste.

The Sublessee shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

Section 12. Assignment or Sublease.

The Sublessee may not assign or sublet the Subleased Premises, or any portion thereof, to any individual or entity without the prior consent in writing of Authority, which consent shall not be unreasonably withheld, consistent with the Authority's obligations under the Ground Lease. Provided however, during the period Bonds are outstanding, the Sublessee may not assign or sublet the Subleased Premises, or any portion thereof, to any individual or entity without the prior consent of the Department, the SPWB, and the OCJP, which consent may not be unreasonably withheld.

Section 13. Termination, Default and Damages.

(a) This Sublease shall terminate upon the occurrence of the expiration of the lease term as set forth in Section 3 or upon the occurrence of the early termination of the Ground Lease, as provided for therein. It is expressly agreed by the parties to this Sublease that, notwithstanding any provision of law to the contrary, any default under this Sublease will not allow either party to terminate or otherwise interfere with this Sublease or the Ground Lease or any related subleases for use of the Facility; provided however, that a party to this Sublease may sue for money damages or specific performance to remedy such a default. However, in the event of a default under the Facility Lease and/or the OCJP Lease which results in a termination of either or both such leases then this sublease shall terminate.

(b) The occurrence of either of the following shall at a party's election constitute a default and breach of this Sublease by the other party:

1. A failure by a party to observe and perform any provisions of this Sublease to be observed or performed by that party (including without limitation the provisions relating to assignment and subletting), when such failure continues for sixty (60) days after written notice thereof to that party; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, the party shall not be deemed to be in default if that party shall within this period commence such cure and thereafter diligently prosecute the same to completion; or

2. Either party's dissolution or cessation of operations; provided, however, that no default and breach shall exist if a successor entity, to which the party's assets are transferred, is formed and approved within a reasonable time after such dissolution or cessation.

(c) Notices given under this Section shall specify the alleged breach and the applicable Sublease provisions, and shall demand that the other party perform the provisions of this Sublease within the applicable period of time.

(d) With respect to any of the events described in Section 13(b)(1), an aggrieved party shall have the right, but shall not be obligated to, cure any default by the other party.

(e) The Sublessee shall have the right to terminate this Sublease without cause prior to the expiration of the lease term or any extensions thereof, upon 180 days written notice.

(f) Upon early termination of the Sublease pursuant to Section 13(e), the Sublessee shall forfeit any claim to any portion of the Extraordinary Repair Fund, and if the amount then available in the Extraordinary Repair Fund is less than the Cost of Demolition at that time, as agreed to by the parties at the last five year review, the Sublessee shall pay to the Authority for deposit in the Extraordinary Repair Fund the Sublessee's Proportionate Share of the difference between the Extraordinary Repair Fund and the Cost of Demolition, within 180 days of the date of said early termination.

Section 14. Concession and Retail Sales Operations.

(a) Sublessee Operations.

Sublessee may conduct vending machine sales, and retail sales and services solely related to its forensic science operations, to the building occupants and visitors solely within the Subleased Premises; provided, however, that such sales and services shall not violate existing exclusivity contracts by the Trustees and/or any of the public, non-profit corporations established by Trustees, and any future Trustees' exclusivity contracts consented to by the Authority.

Section 15. Parking.

Sublessee, its personnel and invitees shall be permitted to use the parking available at the Facility. Sublessee and Authority may agree to dedicate certain parking spaces for the use of Sublessee's personnel and invitees. All parking spaces that are not dedicated solely for the use of particular Authority, County, and City personnel and invitees, shall be permitted to be used by Trustees after 5:00 p.m. and before 7:00 a.m. on Mondays through Fridays and all day on Saturdays, Sundays, and holidays observed by the County of Los Angeles and/or the City of Los Angeles. Sublessee, its personnel and invitees shall not be required to pay any parking or access fee to the Trustees for parking at the Facility.

Section 16. Modifications to Subleased Premises.

Sublessee with the written consent of the Authority, may modify or make structural alterations, improvements, additions, or utility installations to the Subleased Premises. All provisions of this Sublease shall apply to the maintenance, and repair of modifications or improvements to the Subleased Premises. However, consent of the Authority will not be required for any alterations or improvements that do not trigger the need to meet approvals pursuant to all applicable codes, including Title 19, Public Safety, and Title 8 Industrial Relations; National Electric Code; and Uniform Plumbing and Building Codes. Sublessee shall ensure that all workers at the Subleased Premises shall be paid prevailing wage rates as those rates are set in accordance with California Labor Code Section 1770, *et seq.* Sublessee shall obtain at its expense all licenses and permits required to perform the work and shall comply with all applicable laws affecting the work. All work and materials shall be in accordance with all applicable codes and regulations, Title 19, Public Safety, and Title 8, Industrial Relations; National Electric Code; and Uniform Plumbing and Building Codes. During construction, Sublessee shall ensure that the Subleased Premises and any other affected part of the Facility is

maintained in a safe condition and that only those authorized by the Sublessee shall be permitted access to the Facility.

Section 17. Liens.

In the event the Sublessee shall at any time during the term of this Sublease cause any changes, alterations, additions, improvements or other work to be done or performed or materials supplied in or upon the Facility, the Sublessee shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Sublessee in, upon or about the Facility or the Sublessee's interest therein, and which may be secured by any mechanic's, materialmen's, or other lien against the Facility or the Sublessee's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Sublessee desires to contest any such lien, it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, the Sublessee shall forthwith pay and discharge said judgment.

Section 18. Relationship of Parties.

The Authority and the agents and employees of the Authority, in the performance of this Sublease, shall act in an independent capacity and not as officers or employees or agents of Sublessee. The Sublessee and the agents and employees of the Sublessee, in the performance of this Sublease, shall act in an independent capacity and not as officers or employees or agents of Authority.

Section 19. Fair Employment Practices.

In the performance of this Sublease, the Sublessee will not discriminate against any employee or applicant for employment, if any, because of race, color, religion, ethnic group identification, sex, sexual orientation, marital status, pregnancy, age, physical or mental disability, medical condition, or veteran's status. Sublessee shall ensure that applicants for employment are employed, and that its employees are treated during employment, without regard to their race, color, religion, ethnic group identification, sex, sexual orientation, marital status, pregnancy, age, physical or mental disability, medical condition, or veteran's status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Sublessee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this Section.

The Sublessee will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by Authority for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

The Authority may determine a violation of this Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which the Sublessee was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Sublessee has violated the Fair Employment and Housing Act and has issued an order, under Government Code Section

12970, which has become final or obtained an injunction under Government Code Section 12973. (See Government Code Sections 12900-12993 for further details.)

Section 20. Eminent Domain.

Except as otherwise provided for in the Ground Lease, Site Lease and Facility Lease, in the event of a total, substantial or partial taking through condemnation proceedings, by right of eminent domain or by sale in lieu of such taking, the rights of the Authority and Sublessee with respect to the award shall be according to the law in effect at the time of the taking, consistent with each parties' interest in the Facility.

Should the Ground Lease be terminated pursuant to Section 18 thereof, this Sublease shall terminate. Otherwise, this Sublease shall remain in full force and effect with respect to the remainder of the Subleased Premises unless the parties hereto agree that the taking renders the Subleased Premises unsuitable for the continuation of the use and purposes stated in this Sublease and thereupon this Sublease shall terminate when possession is taken by the condemning authority.

The Authority and Sublessee shall each have the right to represent its own interest, at its own cost and expense, in any proceedings arising out of such taking, and each of the parties shall reasonably cooperate with the other, including without limitation settling with the condemning authority only with the other party's consent if such settlement would affect the other party's rights.

The parties each waive the provisions of the California Code of Civil Procedure Section 1265.130, or any similar law that permits a party to petition a court to terminate this Sublease upon a taking affecting the Site or the Project, the parties agreeing that any such termination rights shall be only as expressly set forth in this Section 20.

Section 21. Encumbrance of Leasehold.

The Sublessee shall not have the right to subject this Sublease or the Facility to any mortgage nor subject this Sublease or the Facility to any trust deed or other security device, without the prior written consent of the Authority, which consent shall not be unreasonably withheld. During the period any Bonds are outstanding the Sublessee shall not have the right to subject this Sublease or the Facility to any mortgage nor subject this Sublease or the Facility to any trust deed or other security device.

Section 22. Continuing Disclosure.

The Sublessee hereby covenants and agrees that it, and its approved sublessees, will cooperate with the Authority, the OCJP, the SPWB and the State Treasurer to comply with and carry out all of the provisions of the Continuing Disclosure Agreement (as defined in the Facility Lease) and will provide all information reasonably requested by the Authority, the OCJP, the SPWB or the State Treasurer regarding the Facility in connection with continuing disclosure obligations. The failure of the Sublessee or any of its approved sublessees to comply with the Continuing Disclosure Agreement shall be considered an event of default hereunder.

Section 23. Tax Covenants.

The Sublessee covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time there under.

Section 24. Amendments.

This Sublease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto.

Section 25. Waiver.

The waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 26. Law Governing.

This Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

Section 27. Successors and Assigns.

The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 28. Holding Over.

Should Sublessee holdover beyond the expiration of the term hereof with the express or implied consent of the Authority, such holding over shall be deemed to be on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise subject to all the terms and conditions of this Sublease.

Section 29. Partial Invalidity.

If any one or more of the terms, provisions, covenants, or conditions of this Sublease shall to any extent be declared invalid, unenforceable, void, or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants, or conditions of this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

Section 30. Section Headings.

All articles, paragraph and section headings, titles or captions contained in this Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Sublease.

Section 31. Notices.

All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To Sublessee:

Los Angeles County Sheriff
4700 Ramona Blvd.
Monterey Park, California 91754-2169
Attention: Administrative Services Division

Chief Administrative Officer, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

To the Authority:

Los Angeles Regional Crime Laboratory
Executive Officer/Clerk of the Board of Supervisors
Of the County of Los Angeles
Kenneth Hahn - Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

To the City:

Los Angeles City Attorney's Office
Real Property Section
1700 City Hall East
200 North Main Street
Los Angeles, California 90012

City of Los Angeles
Chief Administrative Office
1500 City Hall East
200 North Main Street
Los Angeles, California 90012

Chief of Police

Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, California 90012

Scientific Investigation Division
Attention: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012

To Trustees:

California State University
Attn: Contract Services and Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

California State University, Los Angeles
Attn: President
5151 State University Drive, ADM 815
Los Angeles, CA 90032

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to all other parties as hereinabove provided.

Section 32. Lease Administrator.

The Authority hereby designates the Los Angeles County Sheriff's Department ("LASD") as the administrator of this Sublease. The LASD is hereby authorized to take any and all actions necessary or convenient to carry out and implement the provisions of this Sublease on behalf of the Authority, including, but not limited to the giving of approvals and the taking of any actions required hereunder. Any amendments to this Sublease must be approved by the Authority and the Sublessee as provided for in Section 22, above. The Authority may, from time to time, designate another person or entity as the administrator of this Sublease by providing notice of said designation to all parties pursuant to Section 29.

Section 33. Ground Lease.

Sublessee agrees to comply with all of the terms of the Ground Lease insofar as they are applicable to Sublessee.

Section 34. Execution.

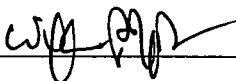
This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Sublease. It is also agreed that the Authority and Sublessee, all with the same force and effect, may separately execute separate counterparts of this Sublease as though both the Authority and Sublessee had executed the same counterpart.

Section 35. Integration.

This Sublease, together with the exhibits and any other documents incorporated by reference, constitutes the entire agreement between the parties hereto and there are no conditions, representations or agreements regarding the matters covered by this Sublease which are not expressed herein.

IN WITNESS WHEREOF, this Sublease has been executed by the parties hereto as of the date first set forth above.

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By 

COUNTY OF LOS ANGELES

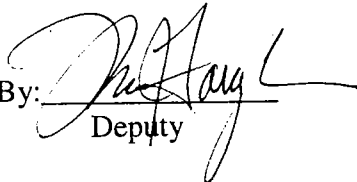
By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM,
LLOYD W. PELLMAN
County Counsel

By: 
Deputy

APPROVED AS TO FORM,
ROCKARD J. DELGADILLO,
CITY ATTORNEY


By: 
KEVIN T. RYAN
Deputy City Attorney

EXHIBIT A
Description of Subleased Premises

EXHIBIT B
Description of Common Areas

EXHIBIT C
Description of City and Trustees Areas

EXHIBIT D

FACILITY OPERATING COSTS

- (a) Facility Operating Costs. Sublessee shall pay its "Proportionate Share" (as hereinafter defined) of the "Facility Operating Costs" (as hereinafter defined) paid or incurred by Authority. In the event this Sublease shall terminate on any date other than the last day of a fiscal year, the additional sum payable hereunder by Sublessee during the fiscal year in which this Sublease terminates shall be prorated on the basis of the relationship which the number of days which have elapsed from the commencement of said fiscal year to and including said date on which this Sublease terminates bears to three hundred sixty-five (365).
- (b) "Proportionate Share" shall mean the number of useable square feet of the Subleased Premises or any other portion of the Facility leased or subleased by Sublessee (not including Common Areas), divided by the number of useable square feet of the Facility (not including Common Areas), or any other allocation agreed to by the parties.
- (c) "Facility Operating Costs" shall include, but not be limited to the following:
1. Real property taxes and assessments which accrue and are payable during the lease term and which are allocable to the Facility or its operations;
 2. HVAC and other utility repair and maintenance costs for the Facility;
 3. The cost of ordinary, normal repairs and general maintenance and cleaning of the Facility, including improved vehicular parking areas on the Site;
 4. The cost of ordinary, normal repairs and general maintenance and cleaning of the improved vehicular parking areas on the Site;
 5. The cost of insurance, if any, procured by the Authority with the agreement of Sublessee for the purpose of insuring Sublease and/or the Subleased Premises;

6. Rental cost on all tools, machinery and equipment used in connection with the Facility and materials and supplies used in maintenance and repair of the Facility; and

7. Wages, salaries, insurance, workers compensation and other labor costs paid to employees and independent contractors actually and reasonably engaged by Authority to maintain and operate the Facility, but solely to the extent such costs are reasonably expended and are allocable for the normal operation of the Facility and, to the extent Authority or its employees performs such services or expends such costs, are not in excess of the current market rates for such services.

8. Costs relating to repairs, alterations, improvements, and equipment which must be capitalized under generally accepted accounting principles, including, without limitation, capital expenditures and improvements hereafter made or required by law to be made to the Facility or which are hereafter required to make the Facility comply with applicable laws, regulations or ordinances, including, but not limited to the Americans With Disabilities Act (except to the extent that such costs reduce Facility Operating Costs, in which case the amortization of such costs over their useful life may be included as an Operating Cost in an amount not to exceed any actual reduction in Facility Operating Costs realized by such costs);

9. Expenses incurred by Authority in order to correct any existing (as of the Effective Date) violations of any law, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the Facility, including, without limitation, the Americans with Disabilities Act and any of said laws, rules and regulations relating to environmental, health or safety matters;

10. All costs and expenses of providing any above-standard service to any tenant or occupant of, or to any leasable area in, the Facility, e.g., overtime HVAC, supplemental chilled or condensed water, extra cleaning or overtime elevator service in excess of that required under this Sublease to be provided to tenant or occupant free of separate or additional charge; and

11. The Annual Contribution to the Extraordinary Repair Fund as provided for in Section 6(b).

(d) Estimate of Facility Operating Costs. On or before the date of commencement of this Sublease and on or before July 1 of each year thereafter, the Authority shall reasonably estimate the Facility Operating Costs for the following year. Commencing on the date of commencement of this Sublease, and on each July 1 thereafter, Sublessee shall pay to Authority said estimate of Facility Operating Costs, multiplied by Sublessee's Proportionate Share.

(e) Reconciliation of Facility Operating Costs. Within ninety (90) days after the expiration of each fiscal year, Authority shall furnish Sublessee with a statement of the actual Facility Operating Costs for the Facility. In the event the sum of the payment made by the Sublessee during the preceding fiscal year hereunder exceeds the amount which the Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof in calculating Sublessee's payments hereunder, the difference shall be credited by Authority to Sublessee's account against the next payments owed by Sublessee hereunder or, if the Sublease has terminated, the difference shall be paid to Sublessee within thirty (30) days of determination. In the event the payment made by Sublessee during the preceding fiscal year hereunder is less than the amount which Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof, in calculating Sublessee's payment hereunder, Sublessee shall pay

the amount of such difference to Authority within sixty (60) days after receipt of a demand by Authority accompanied by a statement of the actual Facility Operating Costs for such year. If Authority does not submit such reconciliation statement on or prior to one hundred twenty (120) days following the expiration of each fiscal year, it shall waive the right to collect any deficiency in payments made by Sublessee for such year.

(f) Audit. Sublessee shall be entitled from time to time to audit and verify the costs, expenses, operations, etc., relating to the Facility and/or the related books and records of Authority to ensure that the Facility Operating Costs reported by Authority are in keeping with the provisions of this Sublease. In the event of any dispute or error relating to the Facility Operating Costs, Sublessee may withhold any disputed payment on its part until resolution of such dispute, provided, however, that no payment on the part of Sublessee shall prejudice any or all of its rights under this Sublease. In the event of any errors, the appropriate party shall make a correcting payment in full to the other party within thirty (30) days after the determination and communication of the amount of such error.

EXHIBIT E

PASS-THROUGH COSTS

(a) Sublessee shall pay all Pass-Through Costs (as hereinafter defined) within thirty (30) days of receipt of the invoice for such costs by the Authority or its agent.

(b) "Pass-Through Costs" shall include the Sublessee's Proportionate Share or other alternative equitable allocation agreed to by the parties of the following:

1. Any one-time or intermittent services the Sublessee requests that the Authority perform during the fiscal year that do not constitute Facility Operating Costs, as defined in Exhibit D;

2. Costs incurred to remove or remediate any hazardous substances from the Facility and any judgments, fines, penalties, or other costs incurred in connection with any hazardous substance exposure or release, to the extent that the foregoing is not caused by or attributable to the Authority, Sublessee, or any other tenant or sublessee of the Facility;

3. Costs or expenses associated with the provision of legal, engineering, professional, expert or other special services necessarily incurred by the Authority to maintain, operate and/or repair the Facility;

4. Costs or expenses relating to any actual or potential claim or other liability for which the Authority may be responsible relating to Authority services provided pursuant to Section 5, including but not limited to, investigative costs or expenses.

(c) Audit. Sublessee shall be entitled from time to time to audit and verify the costs, expenses, operations, etc., relating to the Facility and/or the related books and records of Authority to ensure that the Pass-Through Costs reported by Authority are in keeping with the provisions of this Sublease. In the event of any dispute or error relating to the Pass-Through

Costs, Sublessee may withhold any disputed payment on its part until resolution of such dispute, provided, however, that no payment on the part of Sublessee shall prejudice any or all of its rights under this Sublease. In the event of any errors, the appropriate party shall make a correcting payment in full to the other party within thirty (30) days after the determination and communication of the amount of such error.

Enclosure D

GROUND LEASE

This Ground Lease, dated as of _____ 1, 2003 (this "Ground Lease"), is made and entered into by and between the Board of Trustees of the California State University, an entity of the State of California (the "CSU Trustees") and the Department of General Services of the State of California, an agency of the State of California (the "Department").

RECITALS

WHEREAS the State Legislature, pursuant to section 18 of Chapter 1124, Statutes of 2002, has determined there is a need for a regional crime laboratory in Los Angeles County, and that the State is benefited when multiple state and local criminal justice and educational agencies can jointly use, maintain, staff and operate a regional crime laboratory facility; and

WHEREAS, pursuant to Government Code section 14669.21(a), the Director of the Department of General Services is authorized to acquire, develop, design, and construct according to plans and specifications approved by the Los Angeles Regional Crime Laboratory Facility Authority (the "Authority") on the Los Angeles Campus of the California State University (the "CSU Los Angeles Campus"), an approximately 200,000 gross square foot regional crime justice laboratory, necessary infrastructure and surface parking to accommodate approximately 600 vehicles, and pursuant to a scope change the amount of parking has been reduced to 400 vehicles (the "Project"); and

WHEREAS, the Authority is a joint powers authority consisting of the City of Los Angeles (the "City") and the County of Los Angeles (the "County"); and

WHEREAS fee title to that certain real property located in the County of Los Angeles, California, more fully described in the attached Exhibit A and depicted in Exhibit B, both of which by this reference are incorporated herein (the "Site"), is owned by the State of California under the jurisdiction and control of the CSU Trustees; and

WHEREAS, pursuant to Education Code sections 89036 and 89046, the CSU Trustees may lease any property of a state university for any purpose which the CSU Trustees considers not inconsistent with the functions of the California State University and, Government Code section 14669.21 authorizes and directs the CSU Trustees to enter into this Ground Lease to facilitate the financing of the Project by the State Public Works Board of the State of California (the "SPWB"); and

WHEREAS, pursuant to Government Code section 14692.21 (b), the SPWB is authorized to issue lease revenue bonds, negotiable notes or negotiable bond anticipation notes for the Project (the "Bonds"); and

WHEREAS, to facilitate the financing of the Project, the Department, as lessor, and the SPWB, as lessee, will enter into a site lease (the "Site Lease", the general form of which is attached as Exhibit C), providing for the sublease of the Site; and the SPWB, as sublessor, and the California Office of Criminal Justice Planning ("OCJP"), as sublessee, will enter into a facility lease (the "Facility Lease", the general form of which is attached as Exhibit D) providing for the sublease of the Site and the Project (the Site, together with the Project, are the "Facility"). The Site Lease and the Facility Lease will provide security for the Bonds to be issued by the SPWB under an indenture (the "Indenture") between the SPWB and the Treasurer of the State of California, as trustee (the "State Treasurer"). The CSU Trustees recognize and acknowledge that its

cooperation with the Department and the SPWB is essential to effectuate issuance of Bonds for the Project; and

WHEREAS, payment of the Bonds will be made through appropriations to the OCJP, and it is intended the costs of operating and maintaining the Project will be paid by the users of the Project; and

WHEREAS, pursuant to Government Code section 14669.21(e) the OCJP, as sublessor, will enter into a sublease with the Authority, as sublessee, for the Facility (the "OCJP Lease" the form of which is attached as Exhibit E); and

WHEREAS, the CSU Trustees desire to enter into a relationship with the Authority whereby the CSU Trustees intends to house its Department of Criminal Justice in the Project and to provide close collaboration between the crime laboratories and the CSU Trustees' departments (including the chemistry, biological sciences, psychology, anthropology, nursing, and criminal justice departments) to benefit the entire criminal justice community; and

WHEREAS, to effectuate the Legislature's intent of a regional crime laboratory to be used, maintained, staffed and operated by various interested state and local criminal justice agencies and educational institutions, the Authority, as sublessor, has entered into subleases and operating agreements (the "Operating Subleases", attached as Exhibit F-1, F-2 and F-3) with the CSU Trustees, the County and the City, as sublessees, for the Facility; and

WHEREAS, it is the intent of the parties that upon the payment in full of the Bonds, each of the Site Lease, the Facility Lease and the OCJP Lease will terminate, and the Department's right, title and interest under this Ground Lease will be assigned to

the Authority pursuant to Government Code section 14669.21(a) and the Department shall transfer its interest in the Facility to the Authority (or its successor agency). This Ground Lease and the Operating Subleases shall be the only remaining lease agreements with respect to the Facility after payment in full of the Bonds; and

WHEREAS, the CSU Trustees shall, upon assignment by the Department to the Authority of this Ground Lease, continue as lessor of the Site and the Authority shall be the lessee of the Site. Pursuant to Government Code section 14669.21(a), at the end of the Ground Lease term, unencumbered title to the land shall return to the CSU Trustees and, at the option of the CSU Trustees, ownership of any improvements constructed by the Director of the Department pursuant to Section 14669.21(a) shall vest in the CSU Trustees; and

WHEREAS, the Department and the CSU Trustees desire to enter into this Ground Lease whereby the CSU Trustees will lease the Site to the Department.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. **Site.** The CSU Trustees hereby leases to the Department and the Department hereby leases from the CSU Trustees, on the terms and conditions hereinafter set forth, the Site. The Department shall have the right to construct the Project on the Site, and, the OCJP and the SPWB and each of their respective sublessees shall have the right to use, maintain and operate the Facility. The CSU Trustees covenants to deliver possession of the Site to the Department upon thirty (30) days written notice that the Department intends to proceed with construction of the Project. The CSU Trustees shall be responsible for removing, at its sole cost any personal property located on the Site promptly after receipt of notice from the Department. The

CSU Trustees shall be responsible for the Site until possession of the Site is actually transferred to the Department. The Department, the SPWB, the OCJP and each their respective sublessees shall have the right to access the Site from sidewalks, roads and streets adjacent to or within the campus of the CSU Los Angeles campus, which include, but are not limited to, State University Drive, the Paseo Rancho Castilla and Campus Road. The Department, the SPWB, the OCJP and each their respective sublessees shall also have the right to install and/or connect to wet and dry utilities within State University Drive, the Paseo Rancho Castilla and Campus Road.

Section 2. **Term.** The term of this Ground Lease shall be seventy-five (75) years, commencing on _____ 1, 2003 and shall end _____ , 2078, unless sooner terminated as hereinafter provided. However no termination of this Ground Lease shall occur until all the Bonds and all tax exempt financing issued for the Project have been fully repaid.

Section 3. **Termination, Default and Damages.** This Ground Lease shall terminate upon the occurrence of the expiration of the lease term as set forth in Section 2. It is expressly agreed by the parties to this Ground Lease that, notwithstanding any provision of law to the contrary, during the period the Bonds or any other tax exempt debt used to finance the Project are outstanding, any default under this Ground Lease will not entitle either party to terminate or otherwise interfere with this Ground Lease, the Site Lease, the Facility Lease or, any related subleases for use of the Facility; provided however, that a party to this Ground Lease may sue for money damages or specific performance to remedy such a default.

The Department shall have the right to terminate this Ground Lease without any liability except for the rental already paid, if any, if the Department does not obtain all approvals and satisfaction of all conditions necessary for the construction and operation of the Project including, but not limited to: CEQA documentation (i.e., Environmental Impact Report and related approvals); the availability of storm drainage, sewer connections and other utilities for the Project and the issuance of “will serve” letters for the Project; or the Project is abandoned by the Department and/or the SPWB prior to commencement of construction.

(a) After the Bonds are no longer outstanding, and the Department has assigned this Ground Lease to the Authority or its successor, then the occurrence of either of the following shall at a party’s election constitute a default and breach of this Ground Lease by the other party:

1. A failure by a party to observe and perform any provisions of this Ground Lease to be observed or performed by that party (including without limitation the provisions relating to assignment and subletting), when such failure continues for sixty (60) days after written notice thereof to that party; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, the party shall not be deemed to be in default if that party shall within this period commence such cure and thereafter diligently prosecute the same to completion; or

2. The dissolution or cessation of operations; provided however, that no default and breach shall exist if a successor, to which the assets are transferred, is formed and approved within a reasonable time after such dissolution or

cessation. Notices given under this Section 3 (a) shall specify the alleged breach and the applicable Ground Lease provisions, and shall demand that the other party perform the provisions of this Ground Lease within the applicable period of time.

(b) With respect to any of the events described in Section 3(a), an aggrieved party shall have the right, but shall not be obligated to, cure any default by the other party. A party shall provide notice in the event of any failure to perform any provision of this Ground Lease.

(c) After assignment of this Ground Lease to the Authority, the Authority may terminate this Ground Lease (subject to the requirements set forth in Section 11 below) upon 180 days prior written notice to the CSU Trustees. However, it is expressly agreed by the parties to this Ground Lease that, notwithstanding any provision of law to the contrary, any default under this Ground Lease by the Authority will not entitle the CSU Trustees to terminate or otherwise interfere with this Ground Lease, or, any related approved subleases for use of the Facility; provided however, that either party may sue for money damages or specific performance to remedy such a default.

Section 4. Consideration. The CSU Trustees makes this Ground Lease in consideration for the sum of ten dollars (\$10) paid by the Department, the receipt and adequacy of which is hereby acknowledged, and for the public and educational benefits to be received from the construction and operation of a regional crime laboratory facility on the Site, and for the vesting of unencumbered title to the Facility in the CSU Trustees at the end of the term of this Ground Lease without additional cost and without demand or further action by the CSU Trustees at the termination of this Ground Lease.

Section 5. **Site Utilities.** The Department shall be entitled to relocate any active utilities and disconnect and remove any inactive utilities that interfere with the Project. The Department shall be responsible for the cost of any on-site utility line extensions or services that are installed in connection with the construction of the Project.

Section 6. **As-Is Condition.** The Site is leased in an “as-is” condition. Without limiting the generality of the foregoing, the CSU Trustees specifically does not warrant the suitability of the soil on the Site for support of any improvement to be constructed thereon including, but not limited to, the Project.

Section 7. **Quiet Enjoyment.** The CSU Trustees covenants that the Department, the OCJP, the SPWB and the Authority, and any sublessees under any of the Operating Subleases may quietly have, hold, and enjoy all of the Facility during the term of this Ground Lease without hindrance or interruption by the CSU Trustees.

Section 8. **Purpose and Use.** The Site shall be used by the Department, the OCJP and the SPWB, during a portion of the term of this Ground Lease during which time the Bonds are outstanding, and by the Authority during the entire term of this Ground Lease, for the purpose of constructing, operating and maintaining the Facility and appurtenances thereto and as further set forth in this section, in order to provide a regional criminal justice laboratory facility to be jointly used, maintained, staffed and operated by various interested state and local criminal justice agencies and educational institutions, and for such other purposes as may be ancillary and related thereto.

The CSU Trustees acknowledges and confirms that the Department shall use the leasehold interest in the Site created hereunder to allow for the development, design, construction and financing of the Project thereon and the leasing of the Site

pursuant to the Site Lease and the leasing of the Facility pursuant to the Facility Lease, and the Operating Subleases, and the Other Approved Subleases (as defined in section 10 hereof), and for such other purposes as may be incidental thereto, including without limitation to provide for the rights and remedies of the SPWB, the State Treasurer and the owners of the Bonds in the event of a default under the Site Lease or the Facility Lease. The CSU Trustees hereby authorizes and directs its attorneys and staff, and staff of the CSU Los Angeles Campus, to provide any and all necessary cooperation with respect to the issuance, refinancing or refunding of the Bonds, including without limitation executing and delivering such validity opinions, certificates or instruments as the Department, the OCJP or the SPWB may reasonably request to confirm the validity of the leasehold estate created hereunder.

The CSU Trustees acknowledges that in the event of a default in the payment of the Bonds, the SPWB may change the use and operations of the Project to another function if it is determined by the SPWB to be necessary to do so in order to exercise its reletting rights under the Facility Lease.

The OCJP Lease, the Operating Subleases and the Other Approved Subleases shall be subject to and subordinate to this Ground Lease, the Site Lease and the Facility Lease. In the event of any refunding or refinancing of the Bonds, any estoppels, certificates, subordination agreements or other agreements needed for refunding or refinancing of the Bonds shall be promptly executed and delivered by the parties to the OCJP Lease, the Operating Subleases and the Other Approved Subleases.

The Project will contain approximately 400 parking spaces that will be available for use by the Authority. The CSU Trustees will be responsible for providing parking

located at a separate location for use by the CSU Trustees of its share of the Project. All parking spaces that are not dedicated solely for the use of particular Authority, County, and City personnel and invitees, shall be permitted to be used by CSU Trustees after 5:00 p.m. and before 7:00 a.m. on Mondays through Fridays and all day on Saturdays, Sundays, and holidays observed by the County of Los Angeles and/or the City of Los Angeles. Authority, County, and City personnel and invitees who park in the Facility shall not be required to pay any parking fees to the CSU Trustees.

Section 9. Additional Consideration. This section 9 is of no force and effect during any time during which the SPWB's Bonds are outstanding and shall become operative only upon the assignment of this Ground Lease from the Department to the Authority. In addition, CSU Trustees makes this Ground Lease in consideration for the following:

(a) Operating Subleases to CSU Trustees, City, and County by the Authority to lease and manage the Facility on the Site for the purpose of maintaining and operating a regional crime laboratory facility, without additional cost and without demand or further action by CSU Trustees, except as otherwise provided in the subleases between the Authority and the various tenants.

(b) Occupancy of approximately _____ square feet of the Facility by the CSU Trustees for use by the CSU Los Angeles Campus, for the entire duration of the lease and any extensions thereof at no charge, except for costs as otherwise provided in the facility sublease between Authority and CSU Trustees. The Authority leases to CSU Trustees the space in the Facility as set forth in the drawings and maps attached to the sublease as Exhibit A. Notwithstanding the above, the sublease premises shall consist of

space in the Facility designed for occupancy by the CSU Los Angeles Campus as approved by the CSU Trustees, in the final as built drawings. If there is any conflict between Exhibit A and the Final As-Built Drawings, the Final As-Built Drawings shall control.

(c) The CSU Trustees and/or any of the public, non-profit corporations established by the CSU Trustees, will conduct all retail sales to the building occupants and visitors in the public areas of the Facility and the portion of the Facility subleased by CSU Trustees, including, but not limited to retail sales of food, beverages and sundries, including vending machine and catering services.

(d) The Authority may conduct vending machine sales, and retail sales and services solely related to its forensic laboratory operations in the secured, non-public areas occupied by the Authority; provided, however, that such sales and services shall not violate existing exclusivity contracts of the CSU Trustees and/or any of the public, non-profit corporations established by the CSU Trustees. The Authority shall consent to be subject to CSU Trustees' future exclusivity contracts for retail sales if the CSU Trustees provide reasonable notice and opportunity to review such exclusivity contracts prior to the CSU Trustees entering into such agreements. Such consent shall not be unreasonably withheld.

Section 10. Assignment or Sublease. The CSU Trustees hereby consents to and approves the Department entering into the Site Lease with the SPWB, and the SPWB entering into the Facility Lease with the OCJP. The CSU Trustees hereby consents to and approves the OCJP entering into the OCJP Lease with the Authority. The

Site Lease, the Facility Lease, and the OCJP Lease shall terminate upon payment in full of the Bonds and all other tax exempt financing for the Project.

The Authority is hereby authorized to enter into the Operating Subleases with the CSU Trustees, the County and the City. During the term of this Ground Lease, the Authority may enter into one or more subleases of portions of the Facility to other state and local agencies and educational institutions that need access to the Facility for the use of a regional crime laboratory and related educational uses ("Subtenants"). But the Authority shall not assign or sublet portions of the Facility, or permit its Subtenants to sublet or assign portions of the Facility, without obtaining the concurrence of the CSU Trustees, and while Bonds are outstanding, the prior written consent and approval of the Department, the OCJP, and the SPWB (each an "Other Approved Sublease" and collectively the "Other Approved Subleases"). The CSU Trustees shall not sublet or assign portions of the Facility without obtaining the concurrence of the Authority, and while Bonds are outstanding, the prior written consent and approval of the Department, the OCJP, and the SPWB. Neither the Authority nor the CSU Trustees shall unreasonably withhold its concurrence.

Upon payment in full of the Bonds and all tax exempt financing issued for the Project, the Department shall assign all of its right, title and interest under this Ground Lease to the Authority, and the Authority shall accept and assume this Ground Lease. Upon such acceptance and assumption the Department shall be relieved of all obligations under this Ground Lease. Except for an assignment, upon full payment of the Bonds, of all its right, title and interest by the Department to the Authority, no assignment of this Ground Lease may be made by any party to this Ground Lease.

Section 11. **Change in Use.** The Authority shall be required to obtain concurrence from the CSU Trustees, or its designated agent, for the change in use of the Facility, or change with regard to space occupied by the CSU Trustees. This section 11 is only applicable to the Authority and is not applicable to the SPWB or the OCJP.

Section 12. **Title on Termination and Demolition.** Upon termination or expiration of the term of this Ground Lease unencumbered title to the Facility shall vest in the CSU Trustees free and clear of all and any liens and encumbrances created or caused by the Department or the Authority as its assignee, without additional cost and without demand or further action by the CSU Trustees. The Department or the Authority, as its assignee, shall upon the termination or expiration of this Ground Lease, quit and surrender the Facility, and all right, title and interest in and to Facility (except for those fixtures or items of equipment that are specifically designated by the Authority and any sublessee under the Operating Subleases or Other Approved Subleases, ninety (90) days prior to the lease expiration, as items they will retain and remove at no expense to the CSU Trustees). At the option of the CSU Trustees, upon termination of this Ground Lease the Authority shall provide funds for the demolition of the Project and the grading of the Site, as defined and agreed upon by the sublessees pursuant to the Operating Subleases and the Other Approved Subleases, and the demolition shall be undertaken within twelve (12) months and completed within eighteen (18) months of the termination of this Ground Lease.

Section 13. **Approval of Project Plans.** The CSU Trustees acknowledges that it actively participated with the Authority in the early design of the Project, and the Department agrees to coordinate the design of the Project with the CSU

Trustees and the Authority. The CSU Trustees and the Authority shall have the right to participate with the Department when the working drawings are 50%, 95% and 100% complete. Upon completion of the final working drawings for the Project and prior to proceeding to obtain approval from the SPWB to proceed to bid the construction, the Department will provide the final working drawings to the Authority and the CSU Trustees for each of the Authority's review and approval, and the CSU Trustees review and concurrence. The CSU Trustees, and the Authority, by its concurrence of this Ground Lease, agree that each of their reviews of the final working drawings shall be done expeditiously and the approval and concurrence shall not be unreasonably withheld. Within a reasonable time after completion of construction of the project, the Department will provide the CSU Trustees and the Authority each with a copy of the record drawings for the Project.

Section 14 Ownership of Project During Term. The Project as permitted by this Ground Lease shall, while the Bonds are outstanding, be and remain the property of the SPWB, and upon payment in full of the Bonds and assignment of this Ground Lease to the Authority, ownership of the Project shall transfer to the Authority, and be and remain the property of Authority during the term of this Ground Lease. The Authority's interest in the Project shall terminate upon expiration or earlier termination of this Ground Lease. The parties covenant for themselves and all persons claiming under or through them that the Project is real property.

Section 15. Future Construction. The Department and the SPWB, subject to consent and/or approval by the State Treasurer's Office, will consider allowing additional construction on the Site, provided that such construction shall not interfere

with the use and occupancy of the Facility and adequate replacement parking is provided during construction and upon completion of such future construction. The Authority shall be required to obtain concurrence from the CSU Trustees, or its designated agent, for any expansion of the Facility or additional construction by the Authority. The parties recognize that such future construction may necessitate the removal of land from the property described in Exhibit A as well as additional agreements. The CSU Trustees and/or the Authority shall be responsible for all costs including, but not limited to, costs associated with preparing and reviewing such future amendments as well as modified legal descriptions and surveys.

Section 16. Relationship of Parties. The Department and its agents and employees involved in the performance of this Ground Lease shall act in an independent capacity and not as officers, employees or agents of the CSU Trustees. The employees of the CSU Trustees who participate in the performance of this Ground Lease are not agents of the Department.

Section 17. Encumbrance of Leasehold. With the exception of the Site Lease, the Facility Lease, the OCJP Lease, the Operating Subleases and the Other Approved Subleases, and the Indenture, the Department shall not encumber this Ground Lease or the CSU Trustees' fee title to the Site. Other than the Indenture, the Department shall not have the right to subject this Ground Lease to any mortgage, trust deed or other security device, without the prior written consent of the CSU Trustees, which consent shall not be unreasonably withheld.

Section 18. Insurance. The Department shall have no obligation to purchase insurance, including but not limited to general liability, fire or extended

casualty, for the Facility. During the term of the Bonds, insurance on the Facility shall be provided in accordance with the Facility Lease. The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Department, through its Office of Risk and Insurance Management, administers the motor vehicle liability program. Under this form of insurance, the State of California and its employees (as defined in Government Code Section 810.2) are insured for any tort liability that may develop through carrying out official activities, including State official operations on non-State owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 "I" Street, Sacramento, CA 95814. Claims arising from operations of a State-owned vehicle should be forwarded to the Department of General Services, Office of Risk and Insurance Management, Auto Self-Insurance, 707 3rd Street, West Sacramento, CA 95605.

If the Facility is destroyed and the OCJP, the SPWB or the State Treasurer decide not to replace and/or rebuild the Facility, and the Authority and the CSU Trustees determine not to replace and/or rebuild the Facility then the Department, only to the extent it receives available insurance proceeds, shall restore the Site to as good of order and condition as when received. During the period the Bonds are outstanding any insurance required to be provided by the City, the County and the CSU Trustees pursuant to the Operating Subleases, and any Subtenants under Other Approved Subleases, shall name the Department, the SPWB and the OCJP as additional insureds. Nothing herein

shall preclude the Authority or its Subtenants from insuring their respective interests in the Facility.

The Authority and its Subtenants, agree to meet to review and agree upon the insurance obligations of all parties no later than the 25th year of this agreement and every five years thereafter.

To the extent anything in this section 18 is inconsistent with any provision of the Site Lease, the Facility Lease or the Indenture, it shall be void and unenforceable.

Section 19. **Waste and Hazardous Materials.** The CSU Trustees, the Department and the Authority shall not knowingly commit, suffer or permit any deposit of waste, any nuisance or acts at the Facility in violation of applicable laws.

The CSU Trustees acknowledges with respect to the Site that, except as specifically provided in this Ground Lease, to the best of CSU Trustees' knowledge, Hazardous Materials as that term is defined herein ("Hazardous Materials") were not used, generated, stored, released, discharged or disposed of on, under, in, or about the Site or transported to or from the Site. The CSU Trustees represents with respect to the Site, that neither the CSU Trustees nor any other person or entity under the control of, or with the knowledge of the CSU Trustees will cause or permit the use generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the Site. As used in this Ground Lease the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous

waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); or (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code.

Section 20. **Taxes and Assessments.** The Authority, and its Subtenants, as provided for in their respective Operating Subleases and Other Approved Subleases, shall pay all lawful taxes, assessments, or charges which at any time may be levied upon any interest the Department or the SPWB or the OCJP may have under this Ground Lease (including both the land and improvements).

Section 21. **Eminent Domain.** If the whole of the Facility, or any portion thereof, shall be taken by eminent domain proceedings, or by sale in lieu of taking by a governmental entity threatening to use the power of eminent domain, and which in the collective judgment of the Department, SPWB, OCJP and the State Treasurer such taking renders the Facility unsuitable for the continuation of the use and operation of the Project, then this Ground Lease shall terminate when possession is taken by the condemning entity. If this Ground Lease is not so terminated then it shall remain in full force and effect with respect to the remainder of the Facility.

If Bonds are outstanding all proceeds from any permanent or temporary taking shall be used to repay any outstanding Bonds, including any outstanding or accrued

interest, and upon full repayment of the Bonds then the remaining proceeds, if any, shall be distributed as described below.

If this Ground Lease is terminated because of such taking and the Bonds have been fully paid and proceeds are remaining, then such proceeds shall be paid to the CSU Trustees and the Authority in accordance with the Operating Subleases.

The CSU Trustees, the Authority, the Department, the SPWB and OCJP, and any lessees under any Operating Subleases and Other Approved Subleases shall each have the right to represent its own respective interest, at its own cost and expense, in any proceedings arising out of such taking, and each of the CSU Trustees and the Department shall reasonably cooperate with the other, including without limitation settling with the condemning entity only with the other party's consent if such settlement would affect the other party's rights.

The CSU Trustees, the Authority and the Department each waive the provisions of the California Code of Civil Procedure, Section 1265.130, or any similar law that permits a party to petition a court to terminate this Ground Lease upon a taking affecting the Facility, the parties agreeing that any such termination rights shall be only as expressly set forth in this section 21.

To the extent anything in this section 21 is inconsistent with any provision of the Site Lease, the Facility Lease or the Indenture, it shall be void and unenforceable.

Section 22. **Holding Over.** Should the Department, or the Authority upon assignment, hold over after the expiration of the term of this Ground Lease with the express or implied consent of the CSU Trustees, such holding over shall be deemed to be

on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise subject to all the terms and conditions of this Ground Lease.

Section 23. **Liens.** In the event the Department shall at any time during the term of this Ground Lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Facility, the Department shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Department in, upon or about the Facility and which may be secured by any mechanic's, materialmen's, or other lien against the Facility or the Department's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due, except that, if the Department desires to contest any such liens, it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, the Department shall forthwith pay and discharge said judgment.

Section 24. **Amendments.** This Ground Lease may not be amended, changed, modified or altered without the prior written consent of the parties hereto. While the Bonds are outstanding no amendments, changes, modifications or alterations shall be allowed without the approval of the SPWB.

Section 25. **Waiver.** The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 26. Non-Liability of the CSU Trustees and the Department.

Any obligation of the CSU Trustees or the Department created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the CSU Trustees, the Department or the State of California or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this Ground Lease shall not, directly or indirectly or contingently, obligate the CSU Trustees, the Department, the SPWB, the OCJP or the State of California to levy any form of taxation therefore or to make any appropriation. Nothing herein or in the proceedings of the CSU Trustees, the Department, the SPWB or the OCJP shall be construed to authorize the CSU Trustees, the Department, the SPWB or the OCJP to create a debt of the CSU Trustees, the Department, the SPWB, the OCJP or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the CSU Trustees, the Department, the SPWB, OCJP or the State of California. This provision is not applicable to the CSU Trustees' obligations under any Operating Sublease entered into by and between the CSU Trustees and the Authority.

Section 27. Right of Entry. CSU Trustees, through any of its duly authorized representatives, shall have the right, subject to the rights of tenants under any subleases permitted under this Ground Lease or otherwise approved by CSU Trustees, to enter upon the Facility for the purposes of inspection, or any other lawful purpose. CSU

Trustees shall exercise such rights reasonably during ordinary business hours upon reasonable notice, and in such manner as not to interfere with the business of the SPWB, the OCJP, the Authority or its contractors. The Department, the SPWB, the OCJP, and the Authority shall have the right to have one or more individuals of its choosing present during entry or inspection of areas within the Facility.

Section 28. **Signs.** There shall be no signs constructed, hung, nor painted on the grounds or exterior of buildings on the Site, other than safety or directional signs and signs provided for in the approved plans, without written consent of CSU Trustees.

Section 29. **Recording of Agreements.** This Ground Lease and any of the other referenced subleases may be evidenced by recordation of a memorandum of lease recorded in the records of the County Recorder for the County of Los Angeles. However, no subleases, including but not limited to the Operating Leases and any other approved subleases, shall be recorded or evidenced by recordation of a memorandum of sublease until after the Site Lease, Facility Lease and OCJP Lease have been recorded.

Section 30. **Law Governing.** This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California.

Section 31. **Section Headings.** All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 32. **Notices.** All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have

been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the CSU Trustees:

Trustees of The California State University
Attn: Contract Services & Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802

To the University President:

California State University, Los Angeles
Attn: President
5151 State University Drive
Los Angeles, CA 90032

To the Department:

Department of General Services
Real Estate Services Division
Attn: Deputy Director
707 Third Street, 6th Floor
West Sacramento, CA 95605

With copy to OCJP:

Office of Criminal Justice Planning
Executive Director
1300 I Street, Suite 820
Sacramento, CA 95814

To the SPWB:

State Public Works Board
c/o Department of General Services
Contracted Fiscal Services Section
707 Third Street, 6th Floor
West Sacramento, CA 95605

To the State Treasurer:

Treasurer of the State of California
Public Finance Division
915 Capitol Mall, Room 280
Sacramento, CA 95814

To the Authority:

Los Angeles Regional Crime
Laboratory Facility Authority
Executive Officer/Clerk of the Board of
Supervisors
Of the County of Los Angeles
Kenneth Hahn - Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, CA 90012

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the other as hereinabove provided.

Section 33. **Successors and Assigns.** The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 34. **Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 35. **Execution.** This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the Department, the CSU Trustees and any other party, all with the same force and effect as though the same counterpart had been executed by the Department, the CSU Trustees and such other parties.

Section 36. **Multiple Originals.** This Ground Lease has been executed in six (6) originals each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Ground Lease has been executed by the
parties hereto as of the first day of _____, 2003.

CLOTHILDE V. HEWLETT
INTERIM DIRECTOR
DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

By _____
Dwight V. Weathers
Assistant Chief, Real Estate Services Section

CONSENT:
STATE PUBLIC WORKS BOARD

By _____
James E. Tilton
Administrative Secretary

CONSENT:
OFFICE OF CRIMINAL JUSTICE
PLANNING OF THE STATE OF
CALIFORNIA

By _____
Director

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY

By _____
Patricia L. Dayneko
Director, Contract Services & Procurement

APPROVAL:
CALIFORNIA STATE UNIVERSITY, LOS
ANGELES

By _____
President

CONCURRENCE:
LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By _____

Chairman

List of Exhibits

| | |
|-----------|---|
| Exhibit A | Leasehold property description |
| Exhibit B | Leasehold property depiction |
| Exhibit C | General Form of Site Lease |
| Exhibit D | General Form of Facility Lease |
| Exhibit E | General Form of OCJP Lease |
| Exhibit F | Executed and Approved Operating Subleases |

EXHIBIT A
GROUND LEASE SITE LEGAL DESCRIPTION

EXHIBIT A
GROUND LEASE SITE LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE BOUNDARY OF CALIFORNIA STATE UNIVERSITY, LOS ANGELES (CSULA) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED JUNE 23, 1980, IN BOOK 90 AT PAGES 87-93 INCLUSIVE, RECORDS OF SURVEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 140 OF TRACT NO. 10366, AS SHOWN ON SHEET 5 OF SAID RECORD OF SURVEY, SAID CORNER BEING ALSO A POINT ON SAID BOUNDARY LINE OF CSULA AND ALSO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE UNIVERSITY DRIVE, THENCE FOLLOWING ALONG SAID BOUNDARY OF CSULA THE FOLLOWING SIX COURSES:

1. N 29°04'31" W, 69.88', THENCE
2. N 15°55'29" E, 80.36', THENCE
3. N 60°55'29" E, 47.53', THENCE
4. N 13°22'05" E, 181.58', THENCE
5. N 09°11'48" W, 50.40', THENCE
6. N 10°22'14" E, 204.04', THENCE

LEAVING SAID BOUNDARY LINE N 68°10'26" W, 235.16', NONRADIALLY TO A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1625.00', THENCE

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°44'25", 247.89' TO A TANGENT LINE, THENCE

ALONG SAID TANGENT LINE S 31°57'32" W, 219.53' TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 360', THENCE

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°21'51", 127.95' TO A COMPOUND CURVE HAVING A RADIUS OF 376', THENCE

SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 16°47'43", 110.22' TO ANOTHER COMPOUND CURVE HAVING A RADIUS OF 300.00', THENCE

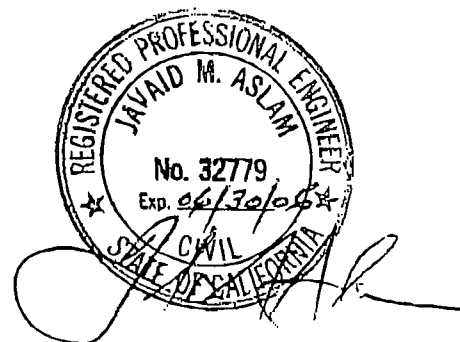
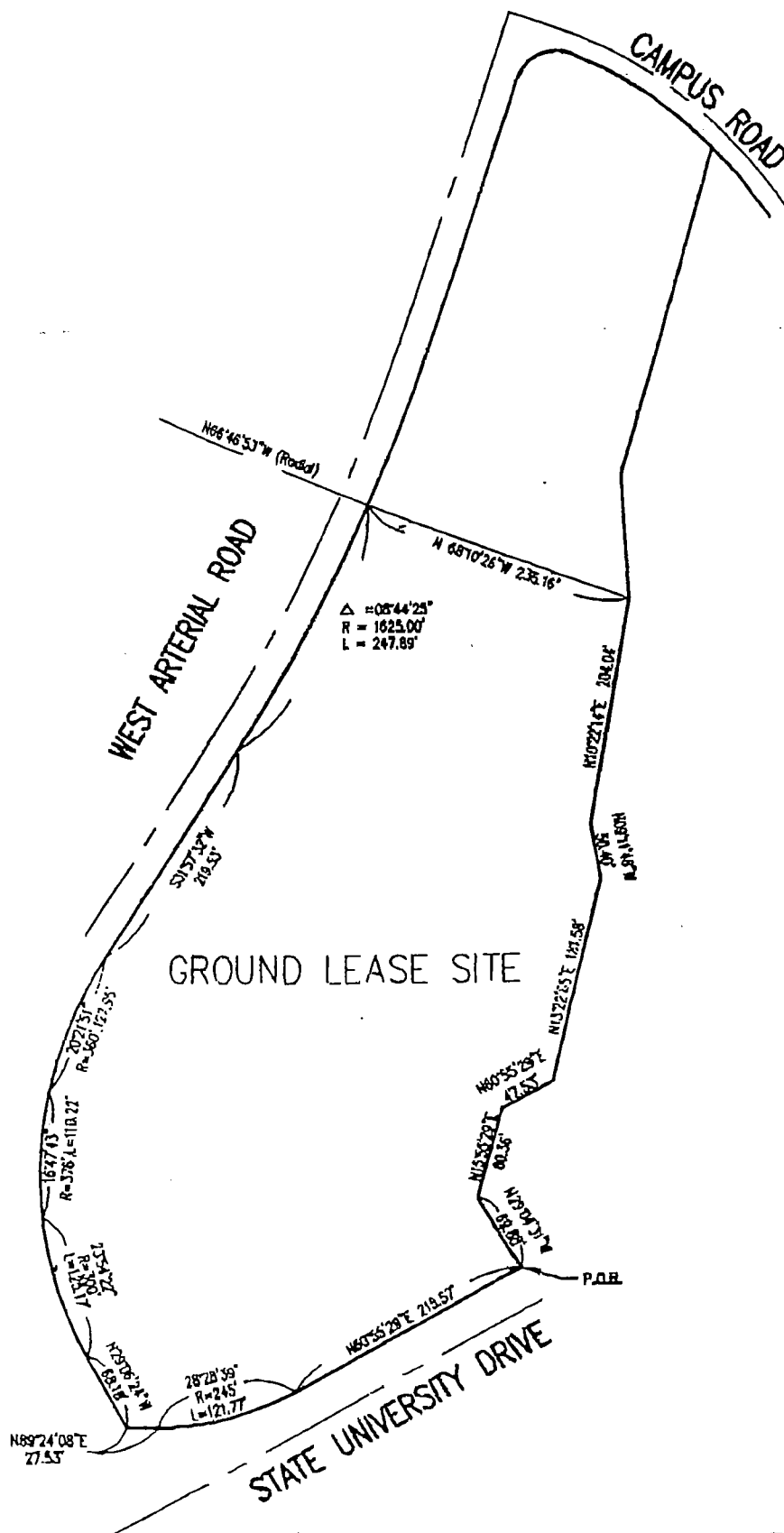
SOUTHEASTERLY ALONG LAST SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 23°54'22", 125.17' TO A TANGENT LINE, THENCE

ALONG SAID TANGENT LINE S 29°06'24" E, 68.18' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE UNIVERSITY DRIVE, ALSO BEING A POINT ON SAID BOUNDARY OF CSULA AS SHOWN ON SAID RECORD OF SURVEY, THENCE ALONG SAID RIGHT OF WAY LINE AND SAID BOUNDARY LINE THE FOLLOWING THREE COURSES:

1. N 89°24'08" E, 27.53' TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 245.00', THENCE
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°28'39", 121.77' TO A TANGENT LINE, THENCE
3. ALONG SAID TANGENT LINE N 60°55'29" E, 215.57' TO THE POINT OF BEGINNING.



ESD FMB
EXHIBIT B



SCALE 1" = 150'

EXHIBIT C TO THE GROUND LEASE

NOTE: THIS IS A GENERAL FORM OF SITE LEASE ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE AND MODIFY THIS GENERAL FORM AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

GENERAL FORM OF SITE LEASE

(LOS ANGELES REGIONAL CRIME LABORATORY FACILITY, LOS ANGELS COUNTY)

Dated as of ____ 1, ____

by and between

THE DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

and

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

GENERAL FORM OF SITE LEASE

[THE FINALIZED SITE LEASE WILL BE EXECUTED AND RECORDED WHEN THE BOARD'S BONDS ARE SOLD]

THIS SITE LEASE dated as of ____ 1, 200_, is made and entered into by and between THE DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA ("General Services") and THE STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the "Board");

W I T N E S S E T H:

WHEREAS, fee title to that certain real property located in the City of Los Angeles, California, as more fully described in the attached Exhibit A and depicted in Exhibit B, both of which by this reference are incorporated herein (the "Site") is owned by the State of California under the jurisdiction and control of the Trustees of the California State University (the "Trustees"); and

WHEREAS, the Site has been leased by the Trustees to General Services pursuant to that certain Ground Lease dated _____, 2003 by and between the Trustees, as lessor, and General Services, as lessee. The Site is located on the Los Angeles campus of the California State University (the "CSU Los Angeles Campus"); and

WHEREAS, the Board intends to assist General Services and the Office of Criminal Justice Planning of the State of California (the "Department") by financing, through the issuance of lease revenue bonds, negotiable notes or negotiable bond anticipation notes (the "Bonds"), the acquisition, development, design and construction, of a regional criminal justice laboratory to be jointly used, maintained, staffed and operated by various interested state and local agencies and educational institutions (the "Project") as authorized by Government Code section 14669.21 (the "Law"), on the Site, (the Site, together with the Project, the "Facility"); and

WHEREAS, the Board intends to lease the Facility to the Department by a facility lease (the "Facility Lease") and the Department intends to enter into such a lease with the Board as a material consideration for the Board's agreement to finance the acquisition, development, design and construction of the Project for and on behalf of the Department; and

WHEREAS, pursuant to Government Code section 14669.21(e), the Department, as sublessor, will enter into a sublease with the Los Angeles Regional Crime Laboratory Facility Authority (the "Authority"), as sublessee, for the Facility (the "OCJP Lease"), and the Authority, as sublessor, will enter into subleases and operating agreements with appropriate state and local agencies and educational institutions as sublessees for the use, maintenance and operation of a portion of the Facility (the "Operating Subleases"); and

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Lease of Site and Right of Entry; Utilities and Parking.

General Services hereby leases to the Board and the Board hereby hires from General Services, on the terms and conditions hereinafter set forth, the Site, subject, however, to any conditions, reservations, and easements of record. General Services further grants, conveys and confirms to the Board, for the use, benefit and enjoyment of the Board and its successors in the interest to the Site, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Project, a right of entry which shall be irrevocable for the term of this lease over, across and under the sidewalks, roads and streets adjacent to or within the CSU Los Angeles Campus to and from the Site for the purpose of: (a) ingress, egress, passage or access to and from the Site by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Project. The foregoing right of entry is expressly subject to the implementation and application of applicable security measures.

SECTION 2. Term.

The term of this lease shall commence on the date of the issuance of the Bonds, and shall end on ____ 1, ____, unless such term is extended or sooner terminated as hereinafter provided. If on ____ 1, ____, any Bonds or other indebtedness of the Board incurred to pay for the Project shall not be fully paid and retired or the indenture authorizing such Bonds shall not be discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds or other indebtedness of the Board incurred for such purposes shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond ____ 1, ____. If prior to ____ 1, ____, all Bonds or other indebtedness of the Board incurred to pay for the Project shall be fully paid and retired and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by General Services to the Board, whichever is earlier.

SECTION 3. Rental.

The Board shall pay to General Services as and for rental hereunder the sum of One Dollar (\$1) per year, all of which rental shall be deemed to have been prepaid to General Services upon the date of issuance of the Bonds from the proceeds of the Bonds deposited in the [Construction Fund] established under the indenture authorizing such Bonds, and the parties agree that the payment of such rental is adequate consideration for the lease of the Site by General Services to the Board under this Site Lease.

SECTION 4. Purpose.

The Board shall use the Site for the purpose of permitting the acquisition, development, design and construction of the Project thereon and leasing the Facility to the Department pursuant to the Facility Lease, and the further subleasing of the Facility as authorized in the Law and for such purposes as may be incidental thereto, including the demolition of any improvements which are designated for demolition in the plans and specifications for the Project; provided, that in the event of default by the Department under the Facility Lease, the Board may exercise the remedies provided in the Facility Lease.

SECTION 5. Nonsubordination; Assignments and Subleases.

This lease shall be nonsubordinated and, unless the Department shall be in default under the Facility Lease, the Board shall not assign its rights under this lease or sublet the Site without the prior written consent of General Services and the Department. General Services shall make no assignment of this Site Lease.

[General Services hereby consents to and approves the Board to enter into the Facility Lease with the Department and the Department to enter into the OCJP Lease with the Authority. In addition, during the term of this Site Lease, the Authority may sublet portions of the Project to other appropriate state and local agencies and educational institutions. Such subleases shall be subject to the prior written consent of the Trustees, General Services, the Department, and the Board.]

SECTION 6. Right of Entry.

General Services reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination.

The Board agrees, upon the termination or expiration of this lease, to quit and surrender the Site in the same good order and condition as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear and any actions taken by General Services or the Department that may affect the condition of the Site, and agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this lease shall remain thereon and jurisdiction thereof shall vest, to the extent permitted by law, in General Services.

SECTION 8. Default.

In the event the Board shall be in default in the performance of any obligation on its part to be performed under the terms of this lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Board, General Services may exercise any and all remedies granted by law, except that no merger of this lease and of the Facility Lease shall be deemed to occur as a result thereof; provided, however, that General Services shall have

no power to terminate this lease or rights of entry granted herein by reason of any default on the part of the Board if such termination would affect or impair any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board (other than the Department under the Facility Lease); and provided further, that so long as any Bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such Bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee. So long as any such assignee or subtenant of the Board shall duly perform the terms and conditions of this lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of General Services hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee.

SECTION 9. Quiet Enjoyment.

The Board at all times during the term of this lease, subject to the provisions of Section 8 hereof, shall peaceably and quietly have, hold and enjoy all of the Site.

SECTION 10. Waiver of Personal Liability.

All liabilities under this lease on the part of the Board are solely liabilities of the Board as an entity of state government, and General Services hereby releases each and every member, officer, agent and employee of the Board of and from any personal or individual liability for negligence under this lease. All liabilities under this lease on the part of General Services are solely liabilities of General Services as an entity of state government, and the Board hereby releases each and every member, officer, agent and employee of General Services of and from any personal or individual liability for negligence under this lease.

SECTION 11. Taxes.

To the extent General Services is in possession and control of the Facility, General Services covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site (including both land and improvements); provided, however, that General Services shall not pay any possessory interest taxes levied as a result of any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board.

SECTION 12. Eminent Domain.

In the event the whole or any part of the Site or the improvements thereon (including the Facility) is taken permanently or temporarily under the power of eminent domain, the interest of the Board shall be recognized and is hereby determined to be the amount of the

then unpaid indebtedness incurred by the Board to finance or refinance the acquisition, development, design and construction of the Project, including the unpaid principal of and interest on any then outstanding bonds or other indebtedness of the Board, and shall be paid to the trustee under any indenture authorizing such bonds or other indebtedness and applied as provided in said indenture. The term "unpaid indebtedness," as used in the preceding sentence, includes the face amount of the indebtedness evidenced by any outstanding loans, bonds or notes of the Board obtained or issued to finance or refinance the acquisition, development, design and construction of the Facility, together with the interest thereon and all other payments required to be made by the trustee pursuant to the indenture authorizing the issuance of said bonds or notes on account of said indebtedness, until such indebtedness, together with the interest thereon, has been paid in full in accordance with the terms thereof.

SECTION 13. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this lease shall be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and, if to General Services, addressed to the Department of General Services at 707 3rd Street, 8th Floor, West Sacramento, California 95605, Attention: Chief Deputy Director, or, if to the Board, addressed to the Board c/o the Department of General Services, Contracted Fiscal Services, 707 Third Street, 6th Floor, West Sacramento, California 95605, Attention: Manager of Contracted Fiscal Services, with a copy to the State Treasurer, addressed to the Office of the State Treasurer, State of California, 915 Capitol Mall, Room 110, Sacramento, California 95814, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 15. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 16. Amendment.

This lease may only be amended by a written instrument duly authorized and executed by the Board and General Services, provided however that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 17. Execution.

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may separately be executed by the Board and General Services, all with the same force and effect as though the same counterpart had been executed by both the Board and General Services.

IN WITNESS WHEREOF, General Services and the Board have caused this lease to be executed by their respective officer's thereunto duly authorized, all as of the day and year first above written.

THE DEPARTMENT OF GENERAL
SERVICES OF THE STATE OF
CALIFORNIA

By: _____
Director

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Assistant Administrative Secretary

APPROVAL:
DEPARTMENT OF GENERAL
SERVICES

By: _____
Counsel

EXHIBIT A
SITE LEGAL DESCRIPTION

EXHIBIT B
DEPICTION OF SITE

EXHIBIT C TO THE GROUND LEASE

NOTE: THIS IS A GENERAL FORM OF SITE LEASE ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE AND MODIFY THIS GENERAL FORM AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

GENERAL FORM OF SITE LEASE

(LOS ANGELES REGIONAL CRIME LABORATORY FACILITY, LOS ANGELES COUNTY)

Dated as of ____ 1, ____

by and between

THE DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

and

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

EXHIBIT D TO THE GROUND LEASE

NOTE: THIS IS A GENERAL FORM OF FACILITY LEASE ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE AND MODIFY THIS GENERAL FORM AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANACING AS THEY DEEM NECESSARY.

GENERAL FORM OF FACILITY LEASE

**LOS ANGELES REGIONAL CRIME LABORATORY –OFFICE OF CRIMINAL
JUSTICE PLANNING**

(LOS ANGELES COUNTY)

Dated as of ____ 1, ____

by and between the

**STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA**

and

OFFICE OF CRIMINAL JUSTICE PLANNING OF THE STATE OF CALIFORNIA

GENERAL FORM OF FACILITY LEASE

[THE FINALIZED FACILITY LEASE WILL BE EXECUTED AND RECORDED WHEN THE BOARD'S BONDS ARE SOLD]

This lease, dated as of ____ 1, ____, made and entered into by and between THE STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the "Board"), as lessor, and THE OFFICE OF CRIMINAL JUSTICE PLANNING OF THE STATE OF CALIFORNIA (the "Department"), as lessee;

WITNESSETH:

WHEREAS, the Site (as defined herein) has been leased by the Trustees of the California State University (the "Trustees") to the Department of General Services of the State of California ("General Services") pursuant to that certain Ground Lease dated _____, 2003 by and between the Trustees, as lessor, and General Services as lessee (the "Ground Lease"). The Site is located on the Los Angeles campus of the California State University and, General Services has entered into the Site Lease (as defined herein) with the Board; and

WHEREAS, the Board intends to assist General Services and the Department by financing, through the issuance of lease revenue bonds, negotiable notes or negotiable bond anticipation notes (the "Bonds"), the acquisition, development, design and construction, of a regional criminal justice laboratory to be jointly used, maintained, staffed and operated by various interested state and local agencies and educational institutions (the "Project") as authorized by Government Code section 14669.21 (the "Law"), on the Site, (the Site together with the Project are the "Facility"); and

WHEREAS, the Board has financed a portion of the acquisition, development, design and construction of the Project (as defined herein) by obtaining an interim loan (the "Loan") from the General Fund pursuant to Government Code Section 15849.1 and/or the Pooled Money Investment Account pursuant to Government Code Section 16312 and 16313; and

WHEREAS, the Board desires to refinance the Loan and finance the remaining costs of the acquisition, development, design and construction of the Project by the issuance and sale of its lease revenue bonds, notes or other obligations as authorized by the Act (as defined herein) and the Law, which lease revenue bonds, notes or other obligations will be secured, in part, by this lease; and

WHEREAS, pursuant to Government Code section 14669.21(e), the Department, as sublessor, will enter into a sublease with the Los Angeles Regional Crime Laboratory Facility Authority (the "Authority"), as sublessee, for the Facility (the "OCJP Lease"), and the Authority, as sublessor, will enter into subleases and operating agreements with appropriate state and local agencies and educational

The term "Project" means the buildings, structures, fixtures and related improvements located on the Site, and all additions, betterments, extensions and improvements thereto as more particularly described in Exhibit A attached hereto and incorporated herein.

The term "Site" means that certain real property underlying the Project as more fully described in Exhibit B attached hereto and incorporated herein.

The term "Site Lease" means the Site Lease, dated as of ____ 1, ____ entered into between General Services, as lessor, and the Board, as lessee, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

The term "State" means the State of California.

The term "State Treasurer" means the Treasurer of the State of California, or his successor, acting as trustee under and pursuant to the Indenture.

SECTION 2. Purpose and Term.

The Board hereby leases the Facility to the Department and the Department hereby hires the Facility from the Board, on the terms and conditions hereinafter set forth and subject to all easements, encumbrances and restrictions of record, including without limitation the terms and conditions of the Site Lease. The Department hereby agrees and covenants during the term of this lease that, except as hereinafter provided, it will use the Facility only as part of a facility to afford the public purposes contemplated by the Act, the Law and by this lease and so as to permit the Board to carry out its agreements and covenants contained in the Indenture and further agrees that it will not abandon the Facility.

The term of this lease shall commence on the date of the issuance of the Bonds and shall end on ____ 1, ____ unless such term is extended or sooner terminated as hereinafter provided. If on ____ 1, ____ the Bonds shall not have been fully paid and retired, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this lease shall be extended until the date upon which all the Bonds and other indebtedness of the Board for such purposes shall have been fully paid and retired, except that the term of this lease shall in no event be extended beyond ____ 1, ____ . If prior to ____ 1, ____ the Bonds shall have been fully paid and retired or the Site Lease shall have been terminated, then the term of this lease shall end simultaneously therewith.

SECTION 3. Rental.

The Department agrees to pay to the Board, its successors or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the Facility, the following amounts at the following times:

(a) Base Rental. In order to pay the principal of and interest on the Bonds, subject to the provisions of the following two paragraphs and the provisions of Section 3(g) below, the Department shall pay to the Board Base Rental hereunder in the semiannual installments set forth in the attached Schedule I. Such Base Rental shall be due and payable on or before March 15 and September 15 in each year through _____ and the first Base

(d) Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Board in Sacramento, California, or such other place as the Board shall designate. Any such installment of rental accruing hereunder which shall not be paid when due shall bear interest at the legal rate of interest per annum at which judgments for money in the State bear interest from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Board and the Department, the Department shall make all rental payments when due without deduction or offset of any kind and shall not withhold any rental payments pending the final resolution of such dispute.

(e) The Department covenants to take such action as may be necessary to include all such rental payments due hereunder in its annual budgets and to make the necessary annual allocations for all such rental payments. The Department will furnish to the Board and the State Treasurer copies of each annual budget of the Department, or such other part of the annual budget that contains the appropriation to pay rent hereunder, submitted by the Governor of the State of California to the California State Legislature within ten (10) days after such submission. The Department further covenants to take all actions necessary and appropriate to assist in implementing the procedure contained in California Government Code section 15848 for making rental payments under this lease if the required rental payments have not been in the annual budget adopted by the State or if the State is operating without a budget. The covenants on the part of the Department herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Department to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Department to carry out and perform the agreements and covenants in this lease agreed to be carried out and performed by the Department.

(f) All rental payments received shall be applied first to the Base Rental due hereunder and thereafter to all Additional Rental due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) The rental shall be abated proportionately during any period in which, by reason of any damage or destruction (other than by condemnation which is provided for in Section 9 of this lease), or title defect in the Site, there is substantial interference with the use and occupancy of the Facility or any portion thereof by the Department. Such abatement shall continue for the period commencing with such damage or destruction or title defect and ending when such use and occupancy are restored. The Department waives the benefits of California Civil Code Sections 1932(2) and 1933(4) and any and all other rights to terminate this lease by virtue of any such damage or destruction or title defect.

SECTION 4. Financing the Project.

The Board agrees to use the proceeds of the Bonds to finance and refinance the costs of the acquisition, development, design and construction of the Project, and certain related costs (or for making reimbursements to the Board or any other state agency, public agency, person, firm or corporation for such costs theretofore paid by him or her or it), including payment of the Loan and all

nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. Each such policy of insurance shall be in a form satisfactory to the Board and shall contain a clause making all losses payable to the State Treasurer, the Board and the Department as their interests may appear, and all proceeds thereof shall be paid over to the party contractually responsible for making repairs of casualty damage or to the Board to redeem Bonds.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the proceeds of such insurance shall be utilized, in the discretion of the Board either (i) to redeem the outstanding Bonds, to the extent possible and in accordance with the provisions of the Indenture, but only if the Base Rental payments due after such redemption would be sufficient to retire the Bonds then outstanding in accordance with their terms, or (ii) to repair, reconstruct or replace the Facility to the end that the Facility shall be restored to at least the same condition that it was in prior to such damage or destruction. If the Board so elects to repair, reconstruct or replace the Facility, it shall do so with all practicable dispatch in an expeditious manner and in conformity with the law so as to complete the same as soon as possible. Any balance of such proceeds not required for such repair, reconstruction or replacement shall be transferred to the Board and treated as Revenues (as defined in the Indenture) and applied in the manner provided in the Indenture.

[Note: It is the intent of the Board that the Indenture be written to address the situation involving a catastrophic insured loss where the Board elects to redeem the outstanding Bonds and there is a balance of insurance proceeds, that the balance of the insurance proceeds be distributed to the Department for further distribution to the Trustees and/or the Authority for their repair and/or replacement of the Facility. Assuming the Indenture is drafted in such a way, a related provision will need to be inserted in this lease.]

(b) The Board will maintain or cause to be maintained by the Department rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Facility as a result of any of the hazards covered by the insurance required by subsection (a) of this section in an amount not less than the total Base Rent payable by the Department under this lease for any period of at least two (2) consecutive years. Alternatively, the Board may maintain or cause to be maintained by the Board or the Department rental interruption or use and occupancy insurance under a blanket or umbrella or similar type of policy to cover loss, total or partial, of the use of the Facility as a result of the hazards covered by the insurance required by subsection (a) of this section in an amount not less than the succeeding two (2) consecutive years Base Rental. Any such insurance policy shall be in a form satisfactory to the Board and shall contain a loss payable clause making any loss thereunder payable to the State Treasurer. Any proceeds of such insurance shall be used by the State Treasurer to reimburse the Department for any rental theretofore paid by the Department under this lease for a period of time during which the payment of rental under this lease is abated, and any proceeds of such insurance not so used shall be applied as provided in the Indenture to the extent required to pay annual debt service on the Bonds as defined in the Indenture, or shall be applied as provided in the Indenture to the extent required to pay administrative costs of the Board in connection with the Facility.

(c) The Department will deliver to the State Treasurer in the month of July in each year a schedule, in such detail as the State Treasurer in his discretion may request, setting forth the insurance policies then in force pursuant to this section, the names of the insurers which have issued the

(2) Without terminating this lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the Department or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Board does not elect to terminate this lease in the manner provided for in subparagraph (1) hereof, the Department shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Department, and, if the Facility is not re-let, to pay the full amount of the rent to the end of the term of this lease or, in the event that the Facility is re-let, to pay any deficiency in rent that results therefrom; and further agrees to pay said rent and/or rent deficiency punctually at the same time and in the same manner as herein above provided for the payment of rent hereunder, notwithstanding the fact that the Board may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified, and notwithstanding any entry or re-entry by the Board or suit in unlawful detainer, or otherwise, brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility. Should the Board elect to re-enter as herein provided, the Department hereby irrevocably appoints the Board as the agent and attorney-in-fact of the Department to re-let the Facility, or any part thereof, from time to time, either in the Board's name or otherwise, upon such terms and conditions and for such use and period as the Board may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Department, and the Department hereby exempts and agrees to save harmless the Board from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Board or its agents. The Department agrees that the terms of this lease constitute full and sufficient notice of the right of the Board to re-let the Facility in the event of such re-entry without effecting a surrender of this lease, and further agrees that no acts of the Board in effecting such re-letting shall constitute a surrender or termination of this lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Department the right to terminate this Facility Lease shall vest in the Board to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Department further waives the right to any rental obtained by the Board in excess of the rental herein specified and hereby conveys and releases such excess to the Board as compensation to the Board for its services in re-letting the Facility. The Department further agrees to pay the Board the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Department of the completion and installation of such additions or alterations.

The Department hereby waives any and all claims for damages caused or which may be caused by the Board in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to

shall be deposited with the State Treasurer in a special fund in trust and shall be applied and disbursed by the State Treasurer as follows:

(a) If less than the entire Facility shall have been so taken and the remainder is usable for purposes substantially similar to those for which it was constructed, then this lease shall continue in full force and effect as to such remainder and (i) if the portion taken is replaced by a facility of equal or greater utility within or adjacent to such remainder, the State Treasurer shall disburse such proceeds to the party that incurred the expense of making such replacement and there shall not be any abatement of rental under this lease; or (ii) failing the making of such replacement, there shall be a partial abatement of rental under this lease and the State Treasurer shall apply such proceeds as specified in subsection (b).

(b) If less than the entire Facility shall have been so taken and the remainder is not usable for purposes substantially similar to those for which it was acquired, developed, designed and constructed, or if the entire Facility shall have been so taken, then the term of this lease shall cease as of the day that possession shall be so taken; and the State Treasurer shall apply such proceeds, together with any other money then available to it for such purpose, for the payment of the entire amount of principal then due or to become due upon all outstanding Bonds, together with the interest thereon so as to enable the Board to retire all of the Bonds then outstanding by redemption or by payment at maturity; except that if such proceeds, together with any other money, then lawfully available to it for such purpose, are insufficient to provide for the foregoing purpose, the State Treasurer shall apply such proceeds in accordance with the provisions of the Indenture so far as the same may be applicable.

SECTION 10. Contracts and Subleases and Consent of the Board.

Unless the Department shall be in default under this Facility Lease, the Board shall not assign its rights under this lease. Pursuant to the Law, the Department is authorized to enter into various contracts and subleases with appropriate state and local agencies and educational institutions for the use, maintenance and operation of the Facility, and the Department acknowledges and affirms that the Board must consent to all such contracts and subleases. The Department covenants to ensure that all such contracts and subleases will be subject to all use and maintenance obligations and restrictions as provided for in this lease, including, but not limited to Federal tax limitations and continuing disclosure requirements.]

SECTION 11. Right of Entry.

The Board shall have the right to enter the Facility during daylight hours but only after giving notice to the Department and to the chief administrator at the Facility at least one hour prior to such entry to inspect the same for any purpose connected with the Department's rights or obligations under this lease, and for all other lawful purposes, provided however, that any entry by, or denial of entry to, the Board or its agents shall at all time be subject to the security procedures of the Department.

SECTION 12. Liens.

In the event the Department shall at any time during the term of this lease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or

information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds.

SECTION 17. Continuing Disclosure.

The Department hereby covenants and agrees that it will cooperate with the Board and the State Treasurer to comply with and carry out all of the provisions of the Continuing Disclosure Agreement, and will provide all information reasonably requested by the Board or the State Treasurer regarding the Facility in connection with continuing disclosure obligations. Notwithstanding any other provision of this Facility Lease, failure of the Department to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder and shall not be deemed to create any monetary liability on the part of the Board, the Department or the State Treasurer to any other persons, including the owners of the Bonds; however, the State Treasurer may (and, at the request of the owners of at least twenty-five percent (25%) aggregate principal amount of outstanding Bonds, shall), or any owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Department to comply with its obligations under this Section.

SECTION 18. Tax Covenants.

The Department covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time there under.

SECTION 19. No Merger.

The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Lease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Lease as well as another estate or interest in the Facility.

SECTION 20. Law Governing.

This lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this lease shall be brought, commenced or prosecuted in Sacramento County, California.

SECTION 21. Notices.

All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the Department, addressed to the Department at 1300 I Street, Sacramento, California 95814, Attention: Executive

the same force and effect as though the same counterpart had been executed by both the Board and the Department.

IN WITNESS WHEREOF, the Board and the Department have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE OF
CALIFORNIA

By _____
Administrative Secretary

OFFICE OF CRIMINAL JUSTICE PLANNING OF THE
STATE OF CALIFORNIA

By _____
Executive Director

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____
Counsel

EXHIBIT A
PROJECT DESCRIPTION

EXHIBIT E TO THE GROUND LEASE

NOTE: THIS IS A GENERAL FORM OF OCJP LEASE ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE AND MODIFY THIS GENERAL FORM AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.

GENERAL FORM OF OCJP LEASE

(LOS ANGELES REGIONAL CRIME LABORATORY FACILITY, LOS ANGELS
COUNTY)

Dated as of ____ 1, ____

by and between

THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY AUTHORITY
and

THE OFFICE OF CRIMINAL JUSTICE PLANNING OF THE STATE OF
CALIFORNIA

EXHIBIT E TO THE GROUND LEASE
FORM OF OCJP SUBLEASE TO BE EXECUTED BUT NOT RECORDED WHEN
THE BOARD'S BONDS ARE SOLD

LEASE

This Lease, dated as of _____ (this "OCJP Lease"), is made and entered into by and between the Los Angeles Regional Crime Laboratory Facility Authority (the "Authority"), a joint powers authority consisting of the City of Los Angeles and the County of Los Angeles as sublessee, and the Office of Criminal Justice Planning of the State of California, an entity of the State of California (the "Department"), as sublessor.

RECITALS

WHEREAS the State Legislature, pursuant to section 18 of Chapter 1124, Statutes of 2002, has determined there is a need for a regional crime laboratory in the Los Angeles County, and that the State is benefited when multiple state and local criminal justice agencies and educational institutions can jointly use, maintain, staff and operate a regional crime justice laboratory facility; and

WHEREAS, pursuant to Government Code section 14669.21(a), the Director of the Department of General Services of the State of California ("General Services") is authorized to acquire, develop, design, and construct according to plans and specifications approved by the Authority on the Los Angeles Campus of the California State University, an approximately 200,000 gross square foot regional crime justice laboratory, necessary infrastructure and surface parking to accommodate approximately

600 vehicles, and pursuant to a scope change the amount of parking has been reduced to 400 vehicles (the "Project"); and

WHEREAS, pursuant to Government Code section 14669.21(a), General Services, as lessee, entered into a ground lease with the Trustees of the California State University (the "Trustees"), as lessor, for the real property upon which to develop, design and construct the Project on behalf of the Department and the State Public Works Board of the State of California (the "Board") (the "Ground Lease"); and

WHEREAS, pursuant to Government Code section 14669.21, the Board authorized the acquisition, development, design and construction of the Project and authorized the issuance of lease revenue bonds, negotiable notes or negotiable bond anticipation notes for the Project (the "Bonds"). General Services, as lessor and the Board, as lessee, entered into a site lease (the "Site Lease"), providing for the sublease of the Site to the Board, and the Board, as sublessor, and the Department, as sublessee, entered into a facility lease (the "Facility Lease") providing for the leasing of the Site and the Project (the Site, together with the Project, the "Facility"). The Site Lease and the Facility Lease will provide security for the Bonds to be issued by the Board under an indenture (the "Indenture") between the Board and the Treasurer of the State of California, as trustee (the "State Treasurer"); and

WHEREAS, the Department pursuant to Government Code section 14669.21(e), is authorized to enter into one or more subleases and/or contracts with appropriate state and local criminal justice agencies and educational institutions including, but not limited to, the Authority; and

WHEREAS, the Authority, as sublessor, will enter into subleases and operating agreements (the "Operating Subleases") with the Trustees, the County of Los Angeles (the "County"), and the City of Los Angeles (the "City"), and other appropriate state and local criminal justice agencies and educational institutions, as sublessees, for the use, maintenance, operation and staffing of portions of the Facility and said parties will be proportionally responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the Bonds will be made through annual state appropriations to the, Department but, the costs of operating and maintaining the Facility will be paid by the Authority and other users of the Facility pursuant to the terms of the Operating Subleases; and

WHEREAS, it is the intent of the parties that upon the payment in full of the Bonds, the Site Lease, the Facility Lease and this OCJP Lease will terminate and General Services will assign the Ground Lease to the Authority pursuant to Government Code section 14669.21(a), and by such assignment, transfer it's interest in the Facility to the Authority (or it's successor agency); and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Sublease of the Facility to the Authority. The Authority hereby leases from the Department and, the Department hereby leases to the Authority, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation the terms and conditions of the Site Lease. A legal description of the Site is attached hereto and incorporated herein as Exhibit A.

Section 2. Term. The term of this OCJP Lease shall commence on _____ and shall end on _____, unless such term is

extended by the parties, or unless sooner terminated as provided herein, provided however, no termination of this OCJP Lease shall occur until all the Bonds and all other tax exempt financing issued for the Project have been fully repaid. This OCJP Lease shall terminate upon full payment of the Bonds.

Section 3. **Consideration.** The Department makes this OCJP Lease in consideration for the public benefits to be received when multiple state and local criminal justice and educational agencies are allowed to jointly use, maintain, staff and operate a regional crime laboratory facility, and for undertaking of the financial obligations required under this OCJP Lease. This OCJP Lease is subject to the terms of the Ground Lease, Site Lease and Facility Lease and in the event of a conflict between this OCJP Lease and any of the Ground Lease, Site Lease or the Facility Lease, the provisions of the Site Lease or the Facility Lease, as the case may be, shall control.

Section 4. **Purpose and Use.** The Site shall be used by the Authority for the purpose of using, staffing, operating and maintaining the Project and appurtenances related thereto, in order to provide a regional criminal justice laboratory facility and for such other purposes as may be ancillary and related thereto for state and local criminal justice agencies and educational institutions. The Authority shall be required to obtain the concurrence from the Trustees, General Services, the Department and the Board for the change in use of the Facility, or any part thereof, expansion of the Facility or change with regard to space occupied by the Trustees.

Section 5. **Obligations of Authority.** The Authority shall, at its own cost and expense pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Authority shall at all times maintain, or otherwise arrange for the

maintenance of, the Facility in good condition, and the Authority shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary wear and tear or want of care on the part of the Authority or any other cause [except for a catastrophic uninsured loss], and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

In the event of a material uninsured loss of all or part of the Facility, the Authority will arrange for repairs and/or replacement of the Facility up to the amount money then on deposit in the extraordinary repair fund established under the Operating Subleases.

The Authority shall also pay to or upon the order of the Department or the Board as Additional Rental (as defined in the Facility Lease) hereunder such amounts, if any, in each year as shall be required by the Department or Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein, or the amount of rentals received by the Board hereunder. Except for the Base Rental and Additional Rental obligations (as defined in the Facility Lease) and insurance obligations as specified in section 7 of the Facility Lease, the Department shall have no duty under this OCJP Lease to pay for any other costs to maintain and operate the Facility.

The Authority shall submit to the Department and the Board by _____ of each year, a copy of it's approved and authorized budget that details the amounts

allocated to maintain and operate the Facility, including any reserves. The Authority shall further submit to the Department and the Board by the above referenced date, a copy of the relevant portion of the approved and authorized budgets of each sublessee under the Operating Subleases evidencing the respective sublessee's allocation of funds to maintain and operate it's portion of the Facility.

Section 6. **Insurance.** [The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Authority, the City, the County, the Trustees, and any sublessee will not be required to pay or reimburse the Department or any other State of California agency for these insurance costs or any deductible paid by the state. The Department will provide proof of insurance coverage to the Authority.]

[[In the event of damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and if the balance of the insurance proceeds, if any, are not needed under the terms of the Indenture, and such funds may be distributed to the Department. If this occurs than the Department agrees to distribute such funds to the Trustees and the Authority only for the repair and replacement of the Facility. If the Trustees and the Authority do not undertake the repair and/or replacement of the Facility within one (1) year from notice by Department that insurance funds are available then such funds shall become the property of the State. NOTE: this section will be tailored to track the Indenture and Facility Lease.]]

The Department will not insure the Authority's or any of its sublessee's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Authority's or sublessee's, subtenants or assignees, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Authority or any of its sublessees caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Authority and/or its sublessee may, at their sole option and expense, obtain physical damage insurance covering their equipment, stored goods, other personal property, fixtures or tenant improvements or obtain business interruption insurance.

The Authority, City and County of Los Angeles and their boards, officers, agents and employees shall be named as additional insureds on the above insurance. The OCJP, the Authority and the City and County of Los Angeles agrees to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this agreement or the Facility Lease Agreement.

Section 7. Termination, Breach, Default and Damages.

A. This OCJP Lease shall terminate upon the occurrence of the expiration of the lease term as set forth in Section 2.

B. If the Authority shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Authority for a period of sixty (60) days after notice of the same has been given to the Authority by the Department or for such additional time as is reasonably required, in the sole discretion of

the Department to correct any of the same, the Authority shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this OCJP Lease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this OCJP Lease in the manner hereinafter provided on account of default by the Authority, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Authority agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department all damages recoverable at law that the Department may incur by reason of default by the Authority, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease

shall of itself operate to terminate this OCJP Lease, and no termination of this OCJP Lease on account of default by the Authority shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Authority of the election on the part of the Department to terminate this OCJP Lease. The Authority covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this OCJP Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this lease, (i) to enforce any term or provision hereof to be kept or performed by the Authority or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this OCJP Lease in the manner provided for in subparagraph (1) hereof, the Authority shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Authority, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Authority hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Authority to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession

thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Authority, and the Authority hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Authority agrees that the terms of this OCJP Lease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this OCJP Lease, and further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this OCJP Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Authority the right to terminate this OCJP Lease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Authority further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Authority of the completion and installation of such additions or alterations.

The Authority hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as

herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this OCJP Lease, the Authority agrees to pay a reasonable amount as and for attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

C. In addition to any default resulting from breach by the Authority of any term or covenant of this OCJP Lease, if (1) the Authority's interest in this OCJP Lease or any part thereof be assigned, sublet or transferred without the written consent to the Department, the Board and General Services, either voluntarily or by operation of law, or (2) the Authority or any assignee shall file any petition or institute any proceedings under

any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Authority asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the Authority's debts or obligations, or offers to the Authority's creditors to effect a composition or extension of time to pay the Authority's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Authority's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Authority, or if a receiver of the business or of the property or assets or the Authority shall be appointed by any court, except a receiver appointed at the instance or request of the Department or the Board, or if the Authority shall make a general or any assignment for the benefit of the Authority's creditors, or (3) the Authority shall abandon the Facility, then the Authority shall be deemed to be in default hereunder.

D. The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Authority to the Department that the Department has failed to perform any such obligation.

Section 8. **Assignment or Sublease.** The Authority represents and warrants that it is authorized to enter into the Operating Subleases with the Trustees, the City and the County, and the Department hereby consents to and authorizes the Authority to enter into the Operating Subleases with said parties. During the term of this OCJP Lease, the

Authority may, subject to the prior written consent and approval of the Trustees, General Services, the Department and the Board, sublet portions of the Facility to other state and local criminal justice agencies and educational institutions. The Authority shall not sublet or assign portions of the Facility, or permit its subtenants to sublet or assign portions of the Facility, without obtaining the prior written approval of the Trustees, General Services, the Department and the Board. No assignment of this OCJP Lease may be made by any party to this OCJP Lease.

Section 9. **Liens**. In the event the Authority shall at any time during the term of this OCJP Lease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Authority shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Authority in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Authority shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Authority desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Authority shall forthwith pay or cause to be paid and discharged such judgment. The Authority agrees to and shall, to the maximum

extent permitted by law, indemnify and hold the Department, the Board, the State Treasurer and their members, directors, agents, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

Section 10. Status of Private Activity Use of the Facility. The Authority hereby covenants and agrees to provide information to the Department, the Board and the State Treasurer annually regarding the private activity use, if any, of the Facility. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds.

Section 11. Continuing Disclosure. The Authority hereby covenants and agrees that it, and its sublessees, will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement (as defined in the Facility Lease) and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility in connection with continuing disclosure obligations. The failure of the Authority or any of its sublessees to cooperate and comply with the Continuing Disclosure Agreement shall be considered an event of default hereunder.

Section 12. Tax Covenants. The Authority covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time there under.

Section 13. **Waste.** The Authority and its sublessee shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

Section 14. **Amendments.** This OCJP Lease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and General Services and the Board.

Section 15. **Waiver.** The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 16. **Non-Liability of the Department.** Any obligation of the Department created by or arising out of this OCJP Lease shall not impose a debt or pecuniary liability upon the Department or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this OCJP Lease shall not, directly or indirectly or contingently, obligate General Services, the Board, the Department, the Trustees, the State Treasurer or the State of California to levy any form of taxation therefore or to make any appropriation. Nothing herein or in the proceedings of the Authority, General Services, the Board, the Trustees or the Department shall be construed to authorize the creation of a debt of General Services, the Board, the Department, the Trustees, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge

upon the general credit of General Services, the Board, the Department, the Trustees, or the State of California. This provision is not applicable to the Trustees' obligations under any Operating Sublease entered into by and between the Trustees and the Authority.

Section 17. Law Governing. This OCJP Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this lease shall be brought, commenced or prosecuted in Sacramento County, California.

Section 18. Section Headings. All articles, paragraph and section headings, titles or captions contained in this OCJP Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this OCJP Lease.

Section 19. Notices. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the Trustees:

Trustees of The California State University
Attn: Contract Services & Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802

To the University President:

California State University, Los Angeles
Attn: University President
5151 State University Drive
Los Angeles, CA 90032

To the Department:

Department of General Services
Real Estate Services Division
Attn: Deputy Director
1707 Third Street, 6th Floor
West Sacramento, CA 95605

With copy to the Department:

Office of Criminal Justice Planning
Executive Director
1300 I Street, Suite 820
Sacramento, CA 95814

To the Board:

State Public Works Board
c/o Department of General Services
Contracted Fiscal Services Section
707 Third Street, 6th Floor
West Sacramento, CA 95605

To the State Treasurer:

Treasurer of the State of California
Public Finance Division
915 Capitol Mall, Room 280
Sacramento, CA 95814

To the Authority:

Los Angeles Regional Crime
Laboratory Facility Authority
Executive Officer/Clerk of the Board of
Supervisors
Of the County of Los Angeles
Kenneth Hahn - Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, CA 90012

To the City:

Los Angeles City Attorney's Office
Real Property Section
1700 City Hall East
200 North Main Street
Los Angeles, California 90012

With copies to:

Chief of Police
Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, California 90012

Scientific Investigation Division
Attention: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012

To the County:

Los Angeles County Sheriff
4700 Ramona Blvd.

Monterey Park, California 91754-2169
Attention: Administrative Services Division

Chief Administrative Officer,
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the other as hereinabove provided.

Section 20. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 21. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this OCJP Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this OCJP Lease shall be affected thereby, and each provision of this OCJP Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22. Execution. This OCJP Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same OCJP Lease. It is also agreed that separate counterparts of this OCJP Lease may separately be executed by the Department, the Authority and any

other party, all with the same force and effect as though the same counterpart had been executed by the Department, the Authority and such other parties.

Section 23. **Multiple Originals.** This OCJP Lease may be executed in any number of originals each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this OCJP Lease has been executed by the
parties hereto as of the first day of _____.

DIRECTOR
OFFICE OF CRIMINAL JUSTICE
PLANNING OF THE STATE OF
CALIFORNIA

By _____
Executive Director

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By _____
Chairman

CONSENT:
STATE PUBLIC WORKS BOARD

By _____
James E. Tilton
Administrative Secretary

CONSENT:
CALIFORNIA STATE UNIVERSITY, LOS
ANGELES

By _____
President

CONSENT:
DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

By _____

EXHIBIT A
SITE LEGAL DESCRIPTION

EXHIBIT A
GROUND LEASE SITE LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE BOUNDARY OF CALIFORNIA STATE UNIVERSITY, LOS ANGELES (CSULA) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED JUNE 23, 1980, IN BOOK 90 AT PAGES 87-93 INCLUSIVE, RECORDS OF SURVEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 140 OF TRACT NO. 10366, AS SHOWN ON SHEET 5 OF SAID RECORD OF SURVEY, SAID CORNER BEING ALSO A POINT ON SAID BOUNDARY LINE OF CSULA AND ALSO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE UNIVERSITY DRIVE, THENCE FOLLOWING ALONG SAID BOUNDARY OF CSULA THE FOLLOWING SIX COURSES:

1. N 29°04'31" W, 69.88', THENCE
2. N 15°55'29" E, 80.36', THENCE
3. N 60°55'29" E, 47.53', THENCE
4. N 13°22'05" E, 181.58', THENCE
5. N 09°11'48" W, 50.40', THENCE
6. N 10°22'14" E, 204.04', THENCE

LEAVING SAID BOUNDARY LINE N 68°10'26" W, 235.16', NONRADIALLY TO A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1625.00', THENCE

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°44'25", 247.89' TO A TANGENT LINE, THENCE

ALONG SAID TANGENT LINE S 31°57'32" W, 219.53' TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 360', THENCE

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°21'51", 127.95' TO A COMPOUND CURVE HAVING A RADIUS OF 376', THENCE

SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 16°47'43", 110.22' TO ANOTHER COMPOUND CURVE HAVING A RADIUS OF 300.00', THENCE

SOUTHEASTERLY ALONG LAST SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 23°54'22", 125.17' TO A TANGENT LINE, THENCE

ALONG SAID TANGENT LINE S 29°06'24" E, 68.18' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE UNIVERSITY DRIVE, ALSO BEING A POINT ON SAID BOUNDARY OF CSULA AS SHOWN ON SAID RECORD OF SURVEY, THENCE ALONG SAID RIGHT OF WAY LINE AND SAID BOUNDARY LINE THE FOLLOWING THREE COURSES:

1. N 89°24'08" E, 27.53' TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 245.00', THENCE
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°28'39", 121.77' TO A TANGENT LINE, THENCE
3. ALONG SAID TANGENT LINE N 60°55'29" E, 215.57' TO THE POINT OF BEGINNING.

